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NEW DELHI SATURDAY, OCTOBER 16, 1999/ASHWIN 24, 1999

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत-सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए संवैधानिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

नई दिल्ली, 29 सितम्बर, 1999

(Department of Personnel & Training)

New Delhi, the 29th September, 1999

का. आ. 2932 .—केन्द्रीय सरकार एतद्वारा
बंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम
सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त
शक्तियों का प्रयोग करते हुए पटना उच्च न्यायालय
की रांची न्यायपीठ में केन्द्रीय अन्वेषण ब्यूरो के
रिटेनर काउंसिल श्री पी. पी. एन. राय, अधिवक्ता,
रांची को पटना उच्च न्यायालय में दिल्ली विशेष पुनर्म
स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन,
अपीलों, पुनरीक्षणों अथवा अन्य कार्यवाहियों का संचालन
करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त
करती है।

S.O. 2932.—In exercise of the powers conferred
by sub-section (8) of Section 24 of the Code of
Criminal Procedure, 1973 (Act No. 2 of 1974), the
Central Government hereby appoints Shri P. P. N.
Roy, Advocate Ranchi a Retainer Counsel of
Central Bureau of Investigation in the Ranchi bench
of Patna High Court as Special Public Prosecutor
for conducting prosecution, appeals, revisions or
other proceedings arising out of the cases investiga-
ted by the Delhi Special Police Establishment in
the Patna High Court.

[सं 225/23/99-ए वी डी. II]

हरि सिंह, अवसर सचिव

[No. 225/23/99-AVD. II]

HARI SINGH, Under Secy.

वित्त मंत्रालय
(राजस्व विभाग)

आदेश

नई दिल्ली, 29 सितम्बर, 1999

स्टाम्प

का.आ. 2933.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. इन्फ्रास्ट्रक्चर डेवलपमेंट फाइनेंस कम्पनी लि., मुम्बई को मात्र तीन करोड़ पचहत्तर लाख रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त कम्पनी द्वारा स्टेट बैंक ऑफ इंडिया को आवंटित किए गए मात्र पांच सौ करोड़ रुपये के समग्र मूल्य के एक-एक करोड़ रुपये के 1 से 500 तक की विशिष्ट संख्या वाले अपरिवर्तनीय डिबेंचरों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 49/99-स्टाम्प/फा. सं. 33/61/99-वि. क.]
आर. जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 29th September, 1999

STAMPS

S.O. 2933.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Infrastructure Development Finance Company Limited, Mumbai to pay consolidated stamp duty of rupees three crore seventy five lakhs only on account of the stamp duty on Non-Convertible Debentures bearing distinctive numbers from 1 to 500 of rupees one crore each aggregating to rupees five hundred crore only allotted to State Bank of India by the said Company.

[No. 49/99-Stamps/F. No. 33/61/99-ST]

R. G. CHILABRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 5 अक्टूबर, 1999

का. आ. 2934.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) और खण्ड 8 के उपखण्ड (1) के माध्य पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा 3 के खण्ड (क) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा श्री एन. एस. गुजराल, वर्तमान महाप्रबंधक, पंजाब एण्ड सिंध बैंक को उनके कार्यभार ग्रहण करने की तारीख से 5 वर्ष तक की अवधि के लिए कार्पोरेशन बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[फा. सं. 9/16/99-सी.ओ.-I]

डी. चौधरी, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 5th October, 1999

S.O. 2934.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1988, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri N. S. Gujral, presently General Manager, Punjab & Sind Bank as a whole time director (designated as the Executive Director), of Corporation Bank, for a period of five years from the date of his taking charge.

[F. No. 9/16/99-B.O.I]

D. CHOUDHURY, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 29 सितम्बर, 1999

का.आ. 2935.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार वाणिज्य मंत्रालय की अधिसूचना क्रमशः सं. का.आ. 3975 तारीख 20-12-1965 और अधिसूचना सं. का.आ. 3978 तारीख 20-12-1965 की वर्गीकृत अनुसूची में वर्णित मर्चों के निर्यात पूर्व निरीक्षण हेतु मैसर्स एस.जी. एस. इंडिया प्रा. लि. रुआ फांसीस को लुई एण्ड गोमेश वास्कोडिगामा को खनिज तथा अयस्क (ग्रुप-I) तथा (ग्रुप-II) का गोवा में निर्यात से पूर्व निरीक्षण करने के लिए इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए एक अभिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :—

(i) मैसर्स एस.जी. एस. इंडिया लिमिटेड वास्को-डिगामा, खनिज तथा अयस्क (ग्रुप-I) तथा (ग्रुप-II) के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण का

का प्रमाण पत्र देने के लिए अपने द्वारा अपनाई गयी पद्धति की जांच करने के लिए इस संबंध में नियत निरीक्षण परिषद द्वारा नामित अधिकारी को पर्याप्त सुविधाएं देगी।

(ii) मैसर्स एस. जी. एस. इंडिया लिमिटेड वास्को-डी-गामा इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए सभी निदेशों से आबद्ध होंगे।

अनुसूची

I खनिज तथा अयस्क (ग्रुप-I)

1. मैंगनीज डायक्साइड रहित कच्चा मैंगनीज,
2. कच्चा लोहा,
3. फेरोमैंगनीज स्लैग सहित फेरोमैंगनीज
4. निस्तप्त बोक्साइड सहित बोक्साइड

II खनिज तथा अयस्क (ग्रुप-II)

1. मैंगनीज डायक्साइड
2. संकेन्द्रित सहित कच्चा क्रोम,
3. बैराइट्स,
4. लाल आक्साइड
5. पीला गैरिक
6. फेल्डस्पार

[फाइल सं. 5/6/99-ई.आई.एण्ड ई.पी.]
पी. के. दास, उप सचिव

MINISTRY OF COMMERCE

New Delhi, the 29th September, 1999

S.O. 2935.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a Period of three years from the date of publication of this notification, M/s. SGS India Ltd., Rua Francisco Luis Gomes, Vasco-da-Gama, Goa, as an agency for the inspection of Minerals and Ores (Group-I) and (Group-II) as per Ministry of Commerce notification S.O. 3975 dated 20-12-1965 and notification S. O. 3978 dated 20-12-1965 respectively and items specified in

Schedule hereto prior to export at Goa, subject to the following conditions, namely :—

(i) that M/s. SGS India Ltd., Vasco-da-Gama, Goa shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ore (Group-I and Group-II) (Inspection) Rules, 1965;

(ii) that M/s. SGS India Ltd., Vasco-da-Gama, Goa in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

SCHEDULE

I. Minerals and Ores (Group-I)

1. Manganese Ore, excluding manganese dioxide.
2. Iron Ore.
3. Ferromanganese including ferromanganese slag.
4. Bauxite, including calcined bauxite.

II. Minerals and Ores (Group-II)

1. Manganese Dioxide.
2. Chrome Ore, including Chrome concentrates.
3. Barytes.
4. Red Oxide.
5. Yellow Ochre.
6. Feldspar.

[File No. 5/6/99-EI&EP]

P. K. DAS, Dy. Secy.

नई दिल्ली 30 सितम्बर, 1999

का. आ. 2936:—आ. के. पी. थीवास्तव, निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), भारतीय निर्यात निरीक्षण परिषद अपनी अधिवाषिता पूरी होने पर दिनांक 30-9-1999 अपराह्न में सेवा निवृत्त होंगे।

[फाइल सं. 3/27/99-ई.आई.एण्ड ई.पी.]

पी. के. दास, उप सचिव

New Delhi, the 30th September, 1999

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 15th September, 1999

S.O. 2936.—On attaining the age of superannuation, Dr. K. P. Shrivastava, Director (Inspection and Quality Control), Export Inspection Council of India, New Delhi shall retire from service with effect from the afternoon of 30-9-1999.

[F. No. 3/27/99-EI&EP]

P. K. DAS, Dy. Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 15 सितम्बर, 1999

का. आ. 2937.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (क) के अनुसरण में और पश्चिम बंगाल सरकार से परामर्श करके डा. गौरी पाड़ा दत्ता, 14, सर्कस एवेन्यू, कलकत्ता - 700017 को 8 अगस्त, 1999 से भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में मनोनीत किया है ;

अतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंधों के अनुसरण में केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना संख्या का. आ. 138, दिनांक 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है ; अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खंड (क) के अधीन मनोनीत” शीर्षक के अन्तर्गत क्रम संख्या 10 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां रखी जाएंगी ; अर्थात् :—

‘10. डा. गौरी पाड़ा दत्ता,

14, सर्कस एवेन्यू,

कलकत्ता - 700017’

[संख्या : बी. 11013/23/99-एम. ई. (यू.जी.)]

एस. के. मिश्रा, डैस्क अधिकारी

S.O. 2937.—Whereas the Central Government in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government West Bengal have nominated Dr. Gouri Pada Dutta, 14 Circus Avenue, Calcutta-700017 to be a member of the Medical Council of India with effect from 8th August, 1999;

Now, therefore, in pursuance of the provisions of sub-section (1) of the section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health, number S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, ‘Nominated under clause (a) of the sub-section (1) of the section 3’, after serial number 10 and the entries relating thereto, the following serial number and entries shall be inserted, namely :—

‘10. Dr. Gouri Pada Dutta,

14, Circus Avenue,

Calcutta-700017.’

[No. V-11013/23/99-ME(UG)]

S. K. MISHRA, Desk Officer

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 6 अक्तूबर, 1999

का. आ. 2938.—बहुराज्यीय सहकारी समिति अधिनियम, 1984 (1984 का 51) के सहित प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार की दिनांक 23 दिसम्बर, 1998 की अधिसूचना सं. एन-11012/1/85-एल एंड एस का अधिग्रहण करते हुए केन्द्र सरकार एतद्वारा श्री के. एस. भोरिया, संयुक्त सचिव, कृषि मंत्रालय, कृषि एवं सहकारिता विभाग को आगामी आदेशों

तक के लिए सहकारी समितियों के केन्द्रीय रजिस्ट्रार के पद पर नियुक्त करती है।

[एल-11012/1/85-एम एंड एम]

एम. भाटिया, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture & Cooperation)

New Delhi, the 6th October, 1999

S.O. 2938.—In exercise of the powers conferred vide sub-section (1) of Section 4 of the Multi-State Cooperative Societies Act, 1984 (51 of 1984), and in supersession of the Government of India Notification No. L-11012/1/85-L&M dated 23rd December, 1998, the Central Government hereby appoints Shri K. S. Bhorla, Joint Secretary in the Ministry of Agriculture, Department of Agriculture & Cooperation of the Central Registrar of Cooperative Societies till further orders.

[No. L-11012/1/85-L&M]

M. BHATIA, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 14 सितम्बर, 1999

का. आ. 2939.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 व 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा—5की उपधारा (1) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए तथा उक्त विषय पर इस मंत्रालय की पूर्व अधिसूचना का अधिक्रमण करते हुए केन्द्र सरकार, केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल का पुनर्गठन करती है और निम्नलिखित व्यक्तियों को उक्त पैनल के सदस्य के रूप में दो वर्ष की अवधि के लिए या अगले आवेशों तक, जो भी पहले हो, तत्काल प्रभाव से नियुक्त करती है :—

1. श्री सुभाष अग्रवाल
2. श्री अन्नपाल सिंह
3. श्रीमती दमयन्ती रावत
4. श्री राकेश गुप्ता

5. श्री गजेन्द्र सोलंकी
6. श्रीमती मालती जैन
7. श्री योगेन्द्र चन्दोलिया
8. श्री शोकादिचारी
9. श्री नरेन्द्र कीहसी
10. श्री जगदीश पाल
11. श्री गोपाल कृष्ण अरोरा
12. श्री एस. कुलदीप सिंह भोगल
13. श्री एस. विक्रमजीत सिंह साहनी
14. श्री वीरेन्द्र भाटिया
15. श्री जितेन्द्र गुप्ता
16. श्री अजीत कुमार सूद
17. सुश्री अमिता पुरुषोत्तम
18. श्री धरमवीर शर्मा
19. श्री आशिष कुमार महरोत्रा
20. सुश्री नूपुर नागपाल
21. सुश्री सर्जना शर्मा
22. श्री राम अवतार भगोरिया
23. सुश्री शोभा विजेन्वर
24. श्री नन्द किशोर
25. श्री हरविन शुभ
26. श्री रामेश्वर
27. मो. नाशिर
28. श्रीमती राजकुमारी अग्रवाल
29. श्री शाह मो. खा
30. सुश्री शिल्पी सक्सेना
31. श्री हरभजन सिंह
32. सुश्री आशा शर्मा
33. श्री वीरेन्द्र सिंह नौहर
34. श्री विराट हुसैन
35. श्री राजिवर सिंह चौहान

[का. सं. 809/2/99—एफ. (सी.)]

रजिषा शर्मा, डैस्क अधिकारी

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 14th September, 1999

S.O. 2939.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 and in supersession of this Ministry's earlier Notifications on the subject, the Central Government is pleased to reconstitute the Delhi Advisory Panel of the Central Board of Film Certification and to appoint the following persons as members of the said panel with immediate effect for a period of two years or until further orders, whichever is earlier :—

1. Sh. Subhash Agarwal
2. Sh. Chatrapal Singh
3. Smt. Damayanti Rawat
4. Sh. Rakesh Gupta
5. Sh. Gajendra Solanki
6. Smt. Malati Jain
7. Sh. Yogendra Chandolia
8. Sh. Seshadrichari
9. Sh. Narendra Kohli
10. Sh. Jagdish Pal
11. Sh. Gopal Krishan Arora
12. Sh. S. Kuldeep Singh Bhogal
13. Sh. S. Vikramjeet Singh Sahni
14. Sh. Virender Bhatia
15. Sh. Jitender Gupta
16. Sh. Ajit Kumar Sood
17. Ms. Amita Purushotam
18. Sh. Dharam Veer Sharma
19. Sh. Ashish Kumar Mehrorta
20. Ms. Nupur Nagpal
21. Ms. Sarjana Sharma
22. Sh. Ram Avatar Bhageria
23. Ms. Shobha Vijender
24. Sh. Nand Kishore

25. Sh. Irwin Chugh
26. Sh. Rameshwar Prasad
27. Mohd. Nazir
28. Smt. Raj Kumari Aggarwal
29. Sh. Shah Mohd. Khan
30. Ms. Shilpi Saxena
31. Sh. Harbhajan Singh
32. Ms. Asha Sharma
33. Sh. Virender Singh Johar
34. Sh. Birat Hussain
35. Sh. Rajinder Singh Chauhan

[F. No. 809/2/99-F(C)]

RAJESH SHARMA, Desk Officer

दिल्ली विकास प्राधिकरण

(मुख्य योजना अनुभाग)

सार्वजनिक सूचना

नई दिल्ली, 11 अक्टूबर, 1999

का.आ. 2940.—केन्द्र सरकार का दिल्ली मुख्य योजना क्षेत्रीय विकास योजना में निम्नलिखित संशोधन करने का प्रस्ताव है, जिसे जनता की जानकारी के लिये एतद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति को कोई आपत्ति हो/कोई सुझाव देना हो तो वह इस सूचना के जारी होने की तिथि से 30 दिनों की अवधि के अन्दर अपनी आपत्ति/सुझाव लिखित रूप में आयुक्त-एवं-सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, "बी" ब्लाक, आई.एन.ए., नई दिल्ली को भेज सकते हैं। आपत्ति करने वाले/सुझाव देने वाले व्यक्ति को अपना नाम और पता भी देना होगा।

संशोधन—

1. "योजना डिवीजन "ए" (पश्चिमी दिल्ली-3) में पड़ने वाले लगभग 25 हैक्टेयर (62.5 एकड़) क्षेत्र के भूमि उपयोग को "ग्रामीण उपयोग जोन" से "आवासीय" में बदलने का प्रस्ताव है। यह क्षेत्र उत्तर में रोहसकरोड़, (राष्ट्रीय राजमार्ग 10) से, पूर्व में 400 कि.वा.हार्ड. टेंशन लाईन से, दक्षिण में कृषि योग्य भूमि से और पश्चिम में गांव टीकरी कलां से घिरा हुआ है।"

2. "भारत के राजपत्र के भाग-II, खंड-3, उपखण्ड (2) दिनांक 1-8-90 के पृष्ठ संख्या-40 (दाईं ओर) में "तरल नैट्रोलियम गैस एल.पी.जी. गोदाम हेतु मानक" शीर्षक के अन्तर्गत निम्नलिखित संशोधन करने का प्रस्ताव है।"

"मानदण्ड : 1,000,00 जनसंख्या (एक लाख जनसंख्या) के लिये 3 एल.पी.जी. गोदाम।"

"क्षमता क्षेत्र : 500 सिलैण्डर अथवा 8000 कि.ग्रा. एल.पी.जी. चौकीदार की हट सहित 520 वर्ग मीटर (20 मी. \times 26 मी.)"

"स्थान : क्षेत्रीय पाकों/जिला पाकों और विकसित मनोरंजनात्मक क्षेत्रों/पाकों को छोड़कर सभी उपयोग जोनों में अनुमत है।"

"टिप्पणी : एल.पी.जी. गोदाम स्थल का निर्धारण प्राथमिक रूप से खुले स्थानों के आस-पास/अथवा सेवा केन्द्र में किया जाना चाहिये और वह क्षेत्र भीड़भाड़ वाले क्षेत्र अथवा सांस्थानिक क्षेत्र से दूर होना चाहिये।"

"भारत के राजपत्र, भाग-II, खण्ड-3, उपखण्ड (ii) दिनांक 1-8-90 की पृष्ठ संख्या-46-49 में "समुदाय" शीर्षक के अन्तर्गत उपक्रम संख्या-15 की क्रम संख्या को निम्नलिखित रूप में बदलने का प्रस्ताव है :—

"3 520 1560 — 0"

"भारत के राजपत्र, भाग-II, खण्ड-3 उपखण्ड (ii) दिनांक 1-8-90 की पृष्ठ संख्या-59 (दाईं ओर) और 60 में

"उपखण्ड 8(2) ए उपयोग जोनों में उपयोग परिसरों की अनुमति" शीर्षक के अन्तर्गत क्रम संख्या 022 पर गैस गोदाम को निम्नलिखित रूप में बदलने का प्रस्ताव है :—

"पी. पी पी पी पी"

"भारत के राजपत्र, भाग-II, खण्ड 3 उपखण्ड (ii) दिनांक 1-8-90 के पृष्ठ संख्या-63 (दाईं ओर) में ए-3 ग्रामीण जोन (ए-2 सहित) शीर्षक के अन्तर्गत पैरा (बी) (2) को निम्नलिखित रूप में संशोधित करने का प्रस्ताव है।"

"(बी) (2) सभी उपयोग जोनों में पार्क, पार्किंग, परिचालन, एल.पी.जी. गोदाम (क्षेत्रीय पाकों/जिला पाकों/विकसित मनोरंजनात्मक क्षेत्रों/पाकों को छोड़कर) और सार्वजनिक उपयोगिता अनुमत है।"

2. प्रस्तावित संशोधनों को दर्शाने वाले नक्शों के साथ-साथ दिल्ली मुख्य योजना-2001 का पाठ निरीक्षण के लिये उपयुक्त संदर्भित अवधि के अन्तर्गत सभी कार्य दिवसों में संयुक्त निदेशक, मुख्य योजना अनुभाग, दि. वि. प्रा., विकास मीनार, छठी मंजिल, आई.पी. एस्टेट, नई दिल्ली के कार्यालय में उपलब्ध होगा।

[सं. एफ-20(18) 96-एम.पी.]

विषय मोहन बंसल, आयुक्त-एवं-सचिव

DELHI DEVELOPMENT AUTHORITY

(Master Plan Section)

PUBLIC NOTICE

New Delhi, the 11th October, 1999

S.O. 2940—The following modifications which the Central Govt. proposes to make in the Master Plan/Zonal Development Plan for Delhi are hereby

published for public information. Any person having any objections/suggestions with respect to the proposed modifications may send objections/suggestions in writing to the Commissioner-cum-Secretary, Delhi Development Authority, Vikas Sadan, "B" Block, INA, New Delhi within a period of 30 days from the date of issue of this notice. The persons making the objections/suggestions should also give his name and address.

MODIFICATIONS

(i) "The land use of an area, measuring about 25 ha (62.5 acres) falling in Planning Division 'I' (West Delhi-III) bounded by Rohtak Road (NH 10) in the North 400 KV high tension line in the East, cultivated land in the South and village Tikri Kalan in the West, is proposed to be changed from 'rural use zone' to 'residential'.

(ii) At page 140 (LHS) of the Gazette of India, Part II, section 3 sub-section (ii) dated 1-8-90, under the heading standard for LPG godowns is proposed to be amended as under:

Norms: 3 LPG godowns for 1,000,00 population (one Lac population)

Capacity Area: 500 cylinders or 8000 kg of LPG
520 sqm (20m x 26m) inclusive
of chowkidar hut.

Location: Permitted in all use zones except in Regional Parks/Distt Parks and developed recreational areas/parks.

Note: LPG godown site shall be identified preferably around open spaces/or in service centre

and should be away from congested area or Institutional area.

"At page 145 of the Gazette of India, Part II section 3 sub-section (ii) dated 1-8-90 under the heading "community at s. no 4 of sub serial no. 15" is proposed to be replaced as under.

"3 520 1560 - 0"

"At page 152 of the Gazette of India, Part II, Section 3 sub-section (ii) dated 1-8-90 under the heading "SUB/CLAUSE 8(2) A PERMISSION OF USE PREMISES IN USE ZONES" at S.No. 022 Gas Godown is proposed to be replaced are as under:

"p p p p p

"At page 155 (LHS) of the Gazette of India, Part II Section 3 sub-section (ii) dated 1-8-90 under the heading A-3 Rural Zone (including A-2) in para (b) (ii) is proposed to be amended as under

"(b) (ii) Park, Parking, Circulation, LPG Godown (except in Regional Parks/Distt. Parks/Developed recreational areas/Parks) and public utility are permitted in all use zones."

2. The plan as well as text of MPD-2001 indicating the proposed modifications will be available for inspection at the office of Joint Director, Master Plan Section, DDA, Vikas Minar, 6th floor, IP Estate, New Delhi on all working days within the period referred to above.

[No.F-20(18)96-MP]

V. V. BANSAL, Commissioner-Cum-Secy.

नई दिल्ली, 8 अक्टूबर, 1999

का. आ. 2941.— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाईप-लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. अ. 1826 तारीख 16.6.99 द्वारा मोटर स्पिड, उच्च कोटि किरोसिन तेल और उच्च वर्ग डीजल के परिवहन के लिए केरल राज्य में भारत पेट्रोलियम कारपोरेशन लिमिटेड, इरमापनम्, कोचीन संस्थापन से तमिलनाडु राज्य में करूर तक पेट्रोनेट सी.सी.के. लिमिटेड द्वारा पाईपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 2.8.99 से उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसारण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार की उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ,

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लगनों से मुक्त होकर पेट्रोनेट सी.सी.के. लिमिटेड में निहित होगा ;

तालुका - कहर

जिला - कहर

राज्य - तमिलनाडु

गाँव का नाम

सर्वेक्षण सं०

क्षेत्र

हेक्टेयर

आर

वर्ग मीटर

1

2

3

4

5

1. कादापाराई

363-21

0

02

29

363-20

0

00

88

363-18

0

01

80

362-22

0

08

70

362-30

0

23

00

362-32

0

01

53

362-33

0

02

01

362-34

0

00

47

362-35

0

00

28

374-11

0

00

03

375-01

0

13

00

376-01

0

12

80

376-02

0

01

80

2. आपुर

705-04

0

02

40

706-01

0

01

28

710-03

0

02

04

710-06

0

00

52

712-06

0

01

14

712-05

0

00

31

715-04

0

01

19

719-02

0

09

03

777-B1

0

01

24

779-16

0

02

45

779-11

0

00

61

779-10

0

01

81

1	2	3	4	5
आधु	779-02	0	00	07
	782-04	0	00	52
	782-02	0	00	08
	782-01	0	01	37
	840-11	0	00	48
	840-04	0	00	47
	840-03	0	00	16
	839-05	0	00	20
	839-02	0	00	39
	1109-08	0	00	76
	1109-07	0	01	88
	1109-06	0	00	79
	1109-05	0	00	72
	1109-01	0	00	51
	1106-A1	0	00	15
	1106-B5	0	00	96
	1101-21	0	00	77
	1101-20	0	00	54
	1101-18	0	01	01
	1101-17	0	00	36
	1102-27	0	00	20
	1102-25	0	00	51
	1102-18	0	00	75
	1102-35	0	01	00
	1102-36	0	00	22
	1102-34	0	01	02
	1102-08	0	00	29
	1102-17	0	00	02
	1102-10	0	00	48
	1102-06	0	00	32
	1102-05	0	00	18
	1143-02	0	00	49
	1143-01	0	02	25
	1144-03	0	00	07
	1156	0	00	11

तालुका - आरावकुरुची जिला - कन्नूर राज्य - तमिलनाडु

गाम का नाम	सर्वेक्षण सं०	क्षेत्र		
		हेक्टेयर	आरे	वर्ग मीटर
1	2	3	4	5
3. पुन्नम	1254-06	0	00	91
	1252-03	0	23	88
	1249-01	0	42	71
	1230-02	0	01	92
	1230-01	0	00	10
	1233-01	0	01	48
	1233-02	0	06	84
	1234-04	0	00	51
	1197-03	0	00	64
	1197-09	0	01	41
	1197-10	0	00	39
	1197-12	0	00	28
	1196-02	0	03	07
	1195-01	0	21	05
	1090	0	09	25
	1102	0	02	93
	1105	0	07	05
	1042-01	0	01	83
	1040-04	0	00	50
	1036-1A	0	31	19
	1036-1D	0	05	60
	1028-02	0	20	40
	856	0	03	34

1	2	3	4	5
पुन्नम (जोरी)	857-15	0	00	32
	857-11	0	00	62
	857-10	0	05	40
	857-13	0	02	90
	857-09	0	00	05
	857-08	0	03	10
	857-07	0	02	00
	857-06	0	00	60
	858-A3	0	01	15
	858-A4	0	00	05
	858-C2	0	00	41
	859-A2	0	00	06
	859-A4	0	00	24
	859-A6	0	00	53
	853-02	0	00	93
	798-C	0	00	71
	802-B	0	10	62
	823	0	02	12
	216-04	0	02	37
	216-06	0	06	19
	212-01	0	03	10
	212-02	0	00	57
	209-01	0	01	58
	209-02	0	00	23
	209-03	0	01	67
	178-09	0	00	25
	178-07	0	00	35
	178-08	0	03	34
	178-06	0	03	63
	178-17	0	01	76
	178-15	0	00	31
	178-16	0	01	08
	179-01	0	00	27
	179-02	0	01	04
	179-03	0	01	53
	180-01	0	00	67
	180-06	0	00	56

1	2	3	4	5
4. पविष्यम	392-A3	0	01	11
	392-B3	0	00	53
	392-B4	0	00	11
	392-B2	0	00	11
	380-01	0	00	53
	380-13	0	00	98
	380-15	0	04	90
	379-B6	0	00	12
	379-B9	0	01	95
	379-B13	0	00	08
	379-B19	0	00	66
	379-B21	0	04	28
5. कारुष्याम - पालायाम	615-05	0	15	21
	613-02	0	19	42
	613-05	0	12	69
	613-04	0	05	14
	584	0	01	68
	587-A1	0	01	2
	569-02	0	00	91
	567-02	0	29	95
	567-01	0	00	17

1	2	3	4	5
कारुदयाम -	566-01	0	04	5
जालायाम	566-03	0	02	1
(जारी)	565-01	0	36	71
	548	0	05	75
	552-A1	0	03	96
	474-02	0	01	12
	474-06	0	01	99
	474-05	0	01	1
	471	0	00	9
	470	0	04	0
	456-06	0	01	5
	453	0	01	67
	451-01	0	00	75
	451-04	0	01	12
	446-05	0	01	20
	447-05	0	00	70
	448-01	0	01	97
	448-02	0	01	86
	448-06	0	01	16
	448-05	0	00	29
	406-A	0	11	13
	408-A1	0	09	60
	402-B2	0	06	21
	402-B3	0	03	50

1	2	3	4	5
6. पाराभपी	6-11	0	00	24
	25-B	0	01	09
	24-01	0	00	27
	24-02	0	00	27
	17	0	00	15
	49-02	0	09	94
	49-01	0	02	66
	48	0	00	45
	46	0	00	11
	82-B5	0	00	25
	83-2C	0	05	52
	83-2A	0	04	13
	103	0	05	56
	104-01	0	04	19
	105	0	00	46
	107	0	00	44
	114-01	0	00	43
	115-01	0	00	37
	122-02	0	00	65
	122-01	0	00	55
7. मुनुर	629	0	07	24
	642-A	0	00	99
	643-A	0	00	52
	658	0	00	47
	755-04	0	02	44
	744	0	03	02
	743	0	01	74

	1	2	3	4	5
8: फील्ड		904	0	01	11
		907	0	00	57
पूर्व		811-01	0	'00	02
		810-03	0	02	33
		810-01	0	01	27
		803-11	0	01	38
		796-04	0	00	10
		772-05	0	00	43
		753-02	0	00	30
		753-03	0	02	40
		746-B	0	00	94
		741-12	0	00	20
		741-03	0	00	23
		741-11	0	00	10
		718-03	0	00	42
		685-2C	0	25	16
		686-08	0	01	53
		686-03	0	03	72
		683-12	0	00	46
		686-02	0	00	61
		683-13	0	00	60
		686-09	0	01	60
		686-12	0	01	20
		1380-02	0	00	40
		1380-03	0	02	20
		1385-01	0	00	11
		1386	0	00	66

	1	2	3	4	5
१. फीमाई		04	0	01	98
		429-03	0	04	29
॥ र्गचम ॥		432-A3	0	00	05
		432-A2	0	02	00
		433-03	0	07	89
		433-02	0	06	80
		599-A1	0	01	89
		645-02	0	00	60
		632-A2	0	00	98
		632-A1	0	01	86
		626-A3	0	01	01
		626-A2	0	00	11
		626-A1	0	00	64
		624-01	0	00	57
		624-02	0	00	44
		1078-01	0	02	21
		1077-01	0	10	41
		1076-03	0	00	53
		1076-01	0	12	15
		1075-06	0	00	78
		1075-04	0	00	13
		1075-02	0	03	67
		1075-01	0	13	55
		1096	0	00	30
		1098	0	00	94

	1	2	3	4	5
10. मोन्जानुर [पूर्व]	378		0	07	96
	379		0	00	50
	402		0	02	12
	440		0	00	66
	442		0	00	35
	377		0	31	52
11. मोन्जानुर [पश्चिम]	973		0	01	41
	971-02		0	01	18
	971-01		0	09	45
	947-4		0	10	96
	947-1		0	18	23
	945		0	01	37
	689		0	02	09
	743		0	01	12
	756-B		0	00	16
	756-A3		0	00	23
	756-A1		0	00	91
	778-04		0	01	23
	778-01		0	01	03
	779-B		0	02	69
	781		0	00	60
	782		0	02	38
	741-02		0	05	30
	740-A		0	05	60
	740-C1		0	14	64
	736-A		0	00	90
	736-E		0	03	60
	731		0	15	89
	727-01		0	31	80
	727-02		0	07	30

1	2	3	4	5
मोन्जानुर	849-B	0	11	72
॥पश्चिम॥	849-C	0	09	31
(जारी)	850	0	08	24
	723-C	0	02	90
	722-B	0	10	30
	716-A	0	17	60
	716-B	0	10	20
	716-C	0	16	65
	718-A	0	39	25
	669-A	0	28	40
	670	0	37	75
	671	0	06	00
	672	0	33	72

[फा. सं. आर. 31015/15/98-ओ आर-II]

हरीश कुमार, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, 8th October, 1999

S. O. No. 2941.—WHEREAS by the Notification of the Government of India in the Ministry of Petroleum and Natural Gas S O No 1826 dated 16.06.99 issued under sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962, (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the said land specified in the schedule appended to that notification for the purpose of laying pipeline for the transport of Motor Spirit, Superior Kerosene Oil and High Speed Diesel from Irumpanam Installation of Bharat Petroleum Corporation Limited, Irumpanam, Cochin in the State of Kerala to Karur in the State of Tamil Nadu by the Petronet CCK Limited;

And, Whereas, copy of the said Gazette notification was made available to the public from 2.08.99,

And, Whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government:

And, Whereas, the Central Government after considering the said report, is satisfied that the right of user in the land specified in the schedule appended notification should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declare that the right of user in the lands specified in the schedule appended to this notification are hereby acquired,

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Petronet CCK Limited.

TALUK : KARUR DISTRICT : KARUR STATE : TAMIL NADU

Name of Village	S.F.No	Area		
		Hectares	Ares	Sq. Mts.
1	2	3	4	5

1. KADHAPARAI

363-21	0	02	29
363-20	0	00	88
363-18	0	01	80
362-22	0	08	70
362-30	0	23	00
362-32	0	01	53
362-33	0	02	01
362-34	0	00	47
362-35	0	00	28
374-11	0	00	03
375-01	0	13	00
376-01	0	12	80
376-02	0	01	80

2. ATHUR

705-04	0	02	40
706-01	0	01	28
710-03	0	02	04
710-06	0	00	52
712-06	0	01	14
712-05	0	00	31
715-04	0	01	19
719-02	0	09	03
777-B1	0	01	24
779-16	0	02	45
779-11	0	00	61
779-10	0	01	81

1	2	3	4	5
ATHUR(CONTD.)	779-02	0	00	07
	782-04	0	00	52
	782-02	0	00	08
	782-01	0	01	37
	840-11	0	00	48
	840-04	0	00	47
	840-03	0	00	16
	839-05	0	00	20
	839-02	0	00	39
	1109-08	0	00	76
	1109-07	0	01	88
	1109-06	0	00	79
	1109-05	0	00	72
	1109-01	0	00	51
	1106-A1	0	00	15
	1106-B5	0	00	96
	1101-21	0	00	77
	1101-20	0	00	54
	1101-18	0	01	01
	1101-17	0	00	36
	1102-27	0	00	20
	1102-25	0	00	51
	1102-18	0	00	75
	1102-35	0	01	00
	1102-36	0	00	22
	1102-34	0	01	02
	1102-08	0	00	29
	1102-17	0	00	02
	1102-10	0	00	48
	1102-06	0	00	32
	1102-05	0	00	18
	1143-02	0	00	49
	1143-01	0	02	25
	1144-03	0	00	07
	1156	0	00	11

TALUK : ARAVAKURICHI DISTRICT : KARUR STATE : TAMIL NADU

Name of Village	S.F.No	Area		
		Hectares	Ares	Sq. Mts.
1	2	3	4	5
3. PUNNAM	1254-06	0	00	91
	1252-03	0	23	88
	1249-01	0	42	71
	1230-02	0	01	92
	1230-01	0	00	10
	1233-01	0	01	48
	1233-02	0	06	84
	1234-04	0	00	51
	1197-03	0	00	64
	1197-09	0	01	41
	1197-10	0	00	39
	1197-12	0	00	28
	1196-02	0	03	07
	1195-01	0	21	05
	1090	0	09	25
	1102	0	02	93
	1105	0	07	05
	1042-01	0	01	83
	1040-04	0	00	50
	1036-1A	0	31	19
	1036-1D	0	05	60
	1028-02	0	20	40
	856	0	03	34

1	2	3	4	5
PUNNAM	857-15	0	00	32
(Contd)	857-11	0	00	62
	857-10	0	05	40
	857-13	0	02	90
	857-09	0	00	05
	857-08	0	03	10
	857-07	0	02	00
	857-06	0	00	60
	858-A3	0	01	15
	858-A4	0	00	05
	858-C2	0	00	41
	859-A2	0	00	06
	859-A4	0	00	24
	859-A6	0	00	53
	853-02	0	00	93
	798-C	0	00	71
	802-B	0	10	62
	823	0	02	12
	216-04	0	02	37
	216-06	0	06	19
	212-01	0	03	10
	212-02	0	00	57
	209-01	0	01	58
	209-02	0	00	23
	209-03	0	01	67
	178-09	0	00	25
	178-07	0	00	35
	178-08	0	03	34
	178-06	0	03	63
	178-17	0	01	76
	178-15	0	00	31
	178-16	0	01	08
	179-01	0	00	27
	179-02	0	01	04
	179-03	0	01	53
	180-01	0	00	67
	180-06	0	06	56

1	2	3	4	5
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4. PAVITHRAM

392-A3	0	01	11
392-B3	0	00	53
392-B4	0	00	11
392-B2	0	00	11
380-01	0	00	53
380-13	0	00	98
380-15	0	04	90
379-B6	0	00	12
379-B9	0	01	95
379-B13	0	00	08
379-B19	0	00	66
379-B21	0	04	28

5. KARUDAIYAM-
PALAYAM

615-05	0	15	21
613-02	0	19	42
613-05	0	12	69
613-04	0	05	14
584	0	01	68
587-A1	0	01	2
569-02	0	00	91
567-02	0	29	95
567-01	0	00	17

1	2	3	4	5
KARUDAIYAM-				
PALAYAM	566-01	0	04	5
(Contd.)	566-03	0	02	1
	565-01	0	36	71
	548	0	05	75
	552-A1	0	03	96
	474-02	0	01	12
	474-06	0	01	99
	474-05	0	01	1
	471	0	00	9
	470	0	04	0
	456-06	0	01	5
	453	0	01	67
	451-01	0	00	75
	451-04	0	01	12
	446-05	0	01	20
	447-05	0	00	70
	448-01	0	01	97
	448-02	0	01	86
	448-06	0	01	16
	448-05	0	00	29
	406-A	0	11	13
	408-A1	0	09	60
	402-B2	0	06	21
	402-B3	0	03	50

	1	2	3	4	5
6. PARAMATHI					
6-11		0	00		24
25-B		0	01		09
24-01		0	00		27
24-02		0	00		27
17		0	00		15
49-02		0	09		94
49-01		0	02		66
48		0	00		45
46		0	00		11
82-B5		0	00		25
83-2C		0	05		52
83-2A		0	04		13
103		0	05		56
104-01		0	04		19
105		0	00		46
107		0	00		44
114-01		0	00		43
115-01		0	00		37
122-02		0	00		65
122-01		0	00		55
7. MUNNUR					
629		0	07		24
642-A		0	00		99
643-A		0	00		52
658		0	00		47
755-04		0	02		44
744		0	03		02
743		0	01		74

	1	2	3	4	5
8. THENNILAI(EAST)	904	0	01	11	
	907	0	00	57	
	811-01	0	'00	02	
	810-03	0	02	33	
	810-01	0	01	27	
	803-11	0	01	38	
	796-04	0	00	10	
	772-05	0	00	43	
	753-02	0	00	30	
	753-03	0	02	40	
	746-B	0	00	94	
	741-12	0	00	20	
	741-03	0	00	23	
	741-11	0	00	10	
	718-03	0	00	42	
	685-2C	0	25	16	
	686-08	0	01	53	
	686-03	0	03	72	
	683-12	0	00	46	
	686-02	0	00	61	
	683-13	0	00	60	
	686-09	0	01	60	
	686-12	0	01	20	
	1380-02	0	00	40	
	1380-03	0	02	20	
	1385-01	0	00	11	
	1386	0	00	66	

1	2	3	4	5
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9. THENNILAI(WEST)

04	0	01	98
429-03	0	04	29
432-A3	0	00	05
432-A2	0	02	00
433-03	0	07	89
433-02	0	06	80
599-A1	0	01	89
645-02	0	00	60
632-A2	0	00	98
632-A1	0	01	86
626-A3	0	01	01
626-A2	0	00	11
626-A1	0	00	64
624-01	0	00	57
624-02	0	00	44
1078-01	0	02	21
1077-01	0	10	41
1076-03	0	00	53
1076-01	0	12	15
1075-06	0	00	78
1075-04	0	00	13
1075-02	0	03	67
1075-01	0	13	55
1096	0	00	30
1098	0	00	94

10. MONJANUR
(EAST)

378	0	07	96
379	0	00	50
402	0	02	12
440	0	00	66
442	0	00	35
377	0	31	52

1	2	3	4	5
ii. MONJANUR (WEST)	973	0	01	41
	971-02	0	01	18
	971-01	0	09	45
	947-4	0	10	96
	947-1	0	18	23
	945	0	01	37
	689	0	02	09
	743	0	01	12
	756-B	0	00	16
	756-A3	0	00	23
	756-A1	0	00	91
	778-04	0	01	23
	778-01	0	01	03
	779-B	0	02	69
	781	0	00	60
	782	0	02	38
	741-02	0	05	30
	740-A	0	05	60
	740-C1	0	14	64
	736-A	0	00	90
	736-E	0	03	60
	731	0	15	89
	727-01	0	31	80
	727-02	0	07	30
	849-B	0	11	72
	849-C	0	09	31
	850	0	08	24
	723-C	0	02	90
	722-B	0	10	30
	716-A	0	17	60
	716-B	0	10	20
	716-C	0	16	65
	718-A	0	39	25
	669-A	0	28	40
	670	0	37	75
	671	0	06	00
	672	0	33	72

[F. No. R-31015/15/98-OR-II]
HARISH KUMAR, Under Secy

नई दिल्ली, 13 अक्टूबर, 1999

शुद्धि पत्र

का. आ. 2942.—पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का0आ0 1098, तारीख 19 मई, 1998 के पृष्ठ 2054 और पृष्ठ 2055 पर प्रकाशित अनुसूची में,—

संख्या	पंक्ति	के स्थान पर	पदे
---	---	-----	-----
१११ 5	10	"06"	"00"
११११ 2	7	"1467-भाग"	"1487-भाग"

[फा. सं. आर. 31015/24/97-ओ आर-II]

हरीश कुमार, अधर सचिव

नई दिल्ली, 13 अक्टूबर, 1999

शुद्धि पत्र

का. आ. 2943.—पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का0आ0 1099, तारीख 19 मई, 1998 के पृष्ठ 2058 पर प्रकाशित अनुसूची में,—

संख्या	पंक्ति	के स्थान पर	पदे
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१११ 3	8	"50"	"00"
११११ 1	13	"वाजणवसी"	"झाड़मणवसी"

[फा. सं. आर. 31015/24/97-ओ आर-II]

हरीश कुमार, अधर सचिव

नई दिल्ली, 13 अक्टूबर, 1999

शुद्धि पत्र

का. आ. 2944.—पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का0आ0 1096, तारीख 19 मई, 1998 के पृष्ठ 2051 पर प्रकाशित अनुसूची में,—

संख्या	पंक्ति	के स्थान पर	पदे
---	---	-----	-----
१११ 5	3	"02"	"20"
११११ 2	4	"1208-भाग"	"1203-भाग"

[फा. सं. आर. 31015/24/97-ओ आर-II]

हरीश कुमार, अधर सचिव

नई दिल्ली, 14 अक्टूबर, 1999

का. आ. 2945.— केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० का० आ० 1470 तारीख 26 मई, 1999 द्वारा उस अधिसूचना के उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में, गुजरात राज्य पेट्रोलियम निगम लिमिटेड द्वारा गुजरात राज्य में प्राकृतिक गैस के परिवहन के लिए, जिला सूरत में हजीरा से जिला भरुच में दाहेज तक पाइपलाइन बिछाये जाने के प्रयोजन के लिए उपयोग का अधिकार अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां 06/07/1999 से जनता को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः अब, केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह और निर्देश देती है कि उक्त भूमियों में उपयोग की अधिकार केंद्रीय सरकार में निहित होने के बजाए, इस घोषणा के प्रकाशन होने की तारीख को, सभी विल्लंगमों से मुक्त गुजरात स्टेट पट्रोलियम निगम लिमिटेड, गांधीनगर में निहित होगा।

जिला-सूरत		अनूसूची	राज्य गुजरात		
तालुके का नाम	गांव का नाम	सर्वेक्षण स/खण्ड स	क्षेत्र	आर सेन्टीआर	
1	2	3	हेक्टर	5	6
चोरासी	हजीरा	तापी नदी	01	23	50
		306/अ-1	00	63	50
		615/अ-2	00	00	20
		304	00	26	70
		रास्ता	00	00	50
		303/व	00	00	20
		305	00	08	90
		648/अ/2	00	03	80
		648/अ/3	00	07	60
		खाडी	00	21	00
		300/1	00	02	00
		300/2/1/1	00	03	70
		300/2/1/2	00	02	20
		299/1	00	18	50
		299/2/ब	00	00	60
		298	00	03	80

1	2	3	4	5	6
		353/अ-2	00	31	50
		307/1/2	00	08	50
		307/2/1	00	10	10
		खाडी	00	02	00
		563/2	00	18	40
		353	01	51	20
		जी.जी.सी.एल. पाइपलाइन	00	00	10
		डांबरी रस्ता एस्सार	00	00	20
		डांबरी रस्ता एस्सार	00	00	20
		डांबरी रस्ता एस्सार	00	00	20
		353/अ/1/B	00	60	50
		डांबरी रस्ता एस्सार	00	00	20
		604/1, 2	00	35	20
		डांबरी रस्ता एस्सार	00	00	20
		652	00	84	30
		ड्रेन	00	00	10
		548/1, 2	00	00	20
		एस्सार रेल्वे	00	00	50
		651	00	56	80
		जी.जी.सी.एल. पाइपलाइन	00	00	10
		549/3	00	05	00
		566/1, 2	00	68	20
		553	00	00	80
		650/2/2	00	02	80
		650/2/1	00	19	80
		650/1	00	91	00
		एस्सार वसाहत रस्ता	00	00	10
		हजीरा सूरत रस्ता	00	02	50
		एस्सार एन.जी.एल.पाइपलाइन	00	00	10
		एस्सार वोटर पाइपलाइन	00	00	10
		रस्ता	00	00	20
		वोटर पाइपलाइन	00	00	10
		वोटर पाइपलाइन	00	00	10
		एस्सार वसाहत रस्ता	00	02	00
		543	00	26	00
		649	00	24	00
		387	00	00	20
		386	00	15	50
		607	00	34	30
		रस्ता	00	00	20
		606	00	44	50
		605	00	17	30
		358	00	15	20
		रस्ता	00	00	30
		374	00	01	90
		434/अ/1	01	80	60
		खाडी	00	00	30

1	2	3	4	5	6
		281	00	48	60
		434/अ/1/2	00	14	10
		364	00	31	30
2.	सुवाली	446	00	61	00
3.	मोरा	238/1, 2/1, 2/2	00	02	90
		236	00	18	20
		235	00	45	00
		230	02	22	70
		जी.जी.सी.एल. पाइपलाइन	00	00	10
		खाडी	00	00	10
		234	00	25	00
		जी.जी.सी.एल. पाइपलाइन	00	00	10
		सुवाली रस्ता	00	02	00
		148/A	04	80	70
		रिलायन्स पाइपलाइन	00	00	20
		मोरा रस्ता	00	02	50
		एस्सार स्टील पाइपलाइन	00	00	10
		एस्सार एन.जी.एल.पाइपलाइन	00	00	10
		एस्सार रेल्वे	00	03	80
		मोरा सुरत रस्ता	00	06	00
		केनल	00	07	50
		डामका रस्ता	00	04	00
		केनल	00	06	50
		150	00	17	40
		151/1, 2, 3	00	31	00
		157/1, 2	00	30	50
		जी.जी.सी.एल. पाइपलाइन	00	00	10
		158	00	05	50
		163	00	04	50
		164	00	14	80
		171	00	11	30
		170	00	16	50
		169	00	19	30
		खाडी	01	40	40
4.	भटलाई	104	00	28	30

[फा. सं. एल. 14014/4/99-जी.पी.]

मुनील कुमार मिह, अवर सचिव

New Delhi, 14th October, 1999

S. O. No. 2945.—Whereas by notification of the Government of India Ministry of Petroleum and Natural Gas^{N/o.} S.O. 1470 dated 26th May 1999 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land specified in the Schedule annexed to that notification for the purpose of laying pipeline for the transport of natural gas in the State of Gujarat from Hazira in District Surat to Dahej in District Bharuch by the Gujarat State Petroleum Corporation Limited;

And, whereas, the copies of the said Gazette notification were made available to the public from 06.07.1999;

And, whereas, the competent authority has under sub-section (1) of section 6 of the said Act, submitted a report to the Central Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the Land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule annexed to this notification hereby acquired for laying of pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of said Act, the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government vests on the date of the publication of this declaration in the Gujarat Petroleum State Petroleum Corporation Limited, Gandhinagar free from all encumbrances.

SCHEDULE

District: Surat

State: Gujarat

Name of Taluka	Name of Village	Survey No.	Hectare	Area Are	Centiare
1	2	3	4	5	6
1. CHOURASI	HAZIRA	Tapi River	01	23	50
		306/A-1	00	63	50
		615/A-2	00	00	20
		304	00	26	70
		Metalled Road	00	00	50
		303/B	00	00	20
		305	00	08	90
		648/A/2	00	03	80
		648/A/3	00	07	60
		Creek	00	21	00
		300/1	00	02	00
		300/2/1/1	00	03	70

1	2	3	4	5	6
		300/2/1/2	00	02	20
		299/1	00	18	50
		299/2B	00	00	60
		298	00	03	80
		353/A -2	00	31	50
		307/1/2	00	08	50
		307/2/1	00	10	10
		Creek	00	02	00
		563/2	00	18	40
		353	01	51	20
		G.G.C.L. P/L	00	00	10
		Asphalted Road Essar	00	00	20
		Asphalted Road Essar	00	00	20
		Asphalted Road Essar	00	00	20
		353/A/1/B	00	60	50
		Asphalted Road Essar	00	00	20
		604/1,2	00	35	20
		Asphalted Road Essar	00	00	20
		652	00	84	30
		Drain	00	00	10
		548/1,2	00	00	20
		Essar Railway	00	00	50
		651	00	56	80
		G.G.C.L. P/L	00	00	10
		549/3	00	05	00
		566/1,2	00	68	20
		553	00	00	80
		650/2/2	00	02	80
		650/2/1	00	19	80
		650/1	00	91	00
		Essar Colony Road	00	00	10
		Hazira-Surat Road	00	02	50
		Essar N.G.L. P/L	00	00	10
		Essar Water P/L	00	00	10
		Mud Road	00	00	20
		Water P/L	00	00	10
		Water P/L	00	00	10
		Essar Town Ship Road	00	02	00
		543	00	26	00
		649	00	24	00
		387	00	00	20
		386	00	15	50
		607	00	34	30
		Mud Road	00	00	20
		606	00	44	50
		605	00	17	30
		358	00	15	20
		Mud Road	00	00	30
		374	00	01	90

1	2	3	4	5	6
		434/A/1	01	80	60
		Cart Track	00	00	30
		281	00	48	60
		434/A/1/2	00	14	10
		364	00	31	30
2.	SUVALI	446	00	61	00
3.	MORA	238/1,2/1,2/2	00	02	90
		236	00	18	20
		235	00	45	00
		230	02	22	70
		G.G.C.L. P/L	00	00	10
		Creek	00	00	10
		234	00	25	00
		G.G.C.L. P/L	00	00	10
		Suvali Road	00	02	00
		148/A	04	80	70
		Reliance P/L	00	00	20
		Mora Road	00	02	50
		Essar Steel Pipeline	00	00	10
		Essar N.G.L. Pipeline	00	00	10
		Essar Railway	00	03	80
		Mora-Surat Road	00	06	00
		Canal	00	07	50
		Damka Road	00	04	00
		Canal	00	06	50
		150	00	17	40
		151/1,2,3	00	31	00
		157/1,2	00	30	50
		G.G.C.L. P/L	00	00	10
		158	00	05	50
		163	00	04	50
		164	00	14	80
		171	00	11	30
		170	00	16	50
		169	00	19	30
		Creek Crossing	01	40	40
4.	BHATLAI	104	00	28	30

[F. No. L-14014/4/99-GP-]

S. K. SINGH, Under Secy

कोयला मंत्रालय

नई दिल्ली, 23 सितम्बर, 1999

का.भा. 2946.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.भा. सं. 226(अ), तारीख 20 मार्च, 1997 जो जारी भारत के राजपत्र, असाधारण भाग 2, खंड 3 उपखंड (ii), तारीख 20 मार्च, 1997 को पृष्ठ 1 से तीन में प्रकाशित की गई थी।

उक्त अधिसूचना से संलग्न अनुसूची में यथा वर्णित 441.16 हैक्टर (लगभग) या 1090 एकड़ (लगभग) माप वाली भूमि में और ऐसी भूमि पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि :—

(क) इससे संलग्न अनुसूची "क" में वर्णित 52.50 हैक्टर (लगभग) या 129.73 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार और

(ख) इससे संलग्न अनुसूची "ख" में वर्णित 113.87 हैक्टर (लगभग) या 281.38 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किये जाते हैं।

अतः अब केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि :—

(क) अनुसूची "क" में वर्णित 52.50 हैक्टर (लगभग) या 129.73 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार, और

(ख) अनुसूची "ख" में वर्णित 113.87 हैक्टर (लगभग) या 281.30 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किये जाते हैं, इस अधिसूचना के अधीन अपने आने वाले क्षेत्र के रेखांक सं० सी०-1(ई) 3/जे आर/656-0299, तारीख 24 फरवरी, 1999 वाले रेखांक का निरीक्षण कलक्टर चन्द्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट कलकत्ता के कार्यालय में या बैस्टर्न कोल-फील्ड्स लिमिटेड (राजस्व अनुभाग) कोल एस्टेट, सिविल लाईन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची "क"

नया हिन्दुस्तान लालपेठ विद्युत विस्तार खंड (फेज-2)

चन्द्रपुर क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

रेखांक सं. सी-1(ई) 3/जेआर/656—0299, तारीख 24 फरवरी, 1999

सभी अधिकार :

क्रम सं.	गांव का नाम	पटवारी सर्किल सं.	तहसील	जिला	क्षेत्र (हैक्टर में)	टिप्पणी
1.	अरवत	9	चन्द्रपुर	चन्द्रपुर	52.50	भाग
कुल क्षेत्र 52.50 हैक्टर (लगभग)						या
						129.73 एकड़ (लगभग)

ग्राम अरवत में अर्जित किये गये प्लॉट सं. :—

59 से 61, 62/1-62/2, 63/1, -63/2, 64, 65/1-65/2, 66/1-66/2, 67/1-67/2, 68/1-68/2, 69 से 70, 71/1-71/2, 72 से 73, 74/1-74/2, 75 से 80, 81/1-81/2-81/3, 82/1-82/2, 83/1-83/2, 84 से 88, 89/1-89/2 89/3, 90/1-90/2, 90/3 क-90/3 ख-90/3 ग-90/3 घ, सड़क भाग।

सीमा वर्णन :—

- क-ख रेखा बिन्दु "क" आरम्भ होती है और प्लॉट सं. 74/1-74/2, 73, 70, 69, 62/1-62/2, 56 की बाहरी सीमा के साथ-साथ ग्राम अरवत से होकर गुजरती है और बिन्दु "ख" पर मिलती है।
- ख-ग रेखा "ईराई नदी" के पश्चिमी किनारे के साथ-साथ ग्राम अरवत से होकर गुजरती है और प्लॉट सं. 59, 60, 61, 62/1, 63/1-63/2, 64, 65/1-65/2, 66/1-66/2, की बाहरी सीमा के साथ-साथ गुजरती है, सड़क को पार करती है इसके बाद प्लॉट सं. 77, 78, 79, 80, 81 1-81/2-81/3, 82/1-82/2, 88, 89/1-89/2-89/3, 90/1-90/2-90/3 क-90/3 ख 90/3 ग-90/3 घ की बाहरी सीमा के साथ-साथ गुजरती है और बिन्दु "ग" पर मिलती है।
- ग-घ रेखा प्लॉट सं. 90/1-90/2-90/3 क-90/3 ख-90/3 ग-90/3 घ की बाहरी सीमा के साथ-साथ ग्राम अरवत से होकर गुजरती है और बिन्दु "घ" पर मिलती है।
- घ-क रेखा प्लॉट सं. 90/1-90/2-90/3 क-90/3 ख-90/3 ग-90/3 घ, 89/1-89/2-89/3 88, 87, 86 की बाहरी सीमा के साथ-साथ ग्राम अरवत से होकर गुजरती है, सड़क पार को करती है इसके बाद प्लॉट सं. 75, 74/1-74/2 की बाहरी सीमा के साथ-साथ गुजरती है और आरंभिक बिन्दु "क" पर मिलती है।

अनसूची "ख"

नया हिन्दुस्तान लालपेठ विस्तार खंड (फेज-2)

चन्द्रपुर क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

रेखांक सं. सी-1(ई)iii/के आर/856-0299; तारीख 24 फरवरी, 1999

अनन्त अधिकारी :

क्रम सं.	गांव का नाम	पट्टाकारी सकिल सं.	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	अरवत	9	चन्द्रपुर	चन्द्रपुर	17.42	भाग
2.	आरवत	9	चन्द्रपुर	चन्द्रपुर	43.44	भाग
3.	माना	9	चन्द्रपुर	चन्द्रपुर	27.52	भाग
4.	मन्दगांव	9	चन्द्रपुर	चन्द्रपुर	25.49	भाग
					कुल क्षेत्र	113.87 हेक्टर (लगभग)
					या	281.38 एकड़ (लगभग)

ग्राम अरवत में अर्जित किये गये प्लॉट सं. :—

87 भाग, 98, 99 भाग, 100 भाग, 101 से 107, नाला भाग।

ग्राम आरवत में अर्जित किये गये प्लॉट सं. :—

122 से 124, 125 भाग, 129 भाग, 130 भाग, 131 भाग, 132 भाग, 133 से 136, 137/1क-137/1ख-137/1ग-137/1घ 137/1ङ-137/1च-137/1छ-137/1ज-137/2क-137/3-137/3ख, 137/3ग, 138, 140 भाग, 141 भाग, 142, 143/2, सड़क भाग, नाला भाग नदी भाग।

ग्राम माना में अर्जित किये गये प्लॉट सं. :—

1 से 4, 5/1-5/2, 45 से 48, 65 से 66, 67 भाग, 71/1-71/2-71/3 भाग, 24, 75 भाग, 76/1-76/2-76/3-76/4, 77 से 80, आनादी, सड़क भाग, नदी भाग।

ग्राम नन्दगांव में अर्जित किये गये प्लॉट सं. :—

110 भाग, 111 भाग, 112 भाग, 113/1, 113/2, 114 से 118, 119 भाग, 120 भाग, 121 भाग, 122 से 124, 125 भाग, 126 से 127, 128 भाग, 129 भाग, 157/1-157/2 भाग, 470, सड़क भाग, नदी भाग।

सीमा वर्णन :—

घ-छ-च

रेखा बिन्दु "घ" से आरंभ होती है और भागतः ग्राम अरवत के साथ-साथ और प्लॉट सं. 97 से होकर गुजरती है इसके बाद प्लॉट सं. 97 की बाहरी सीमा के साथ-साथ प्लॉट सं. 99, 100 में गुजरती है और प्लॉट सं. 101, 102, 103, 106, 107 की बाहरी सीमा के साथ-साथ गुजरती है, नाला पार करती है इसके बाद ग्राम चारवत से होते हुये आगे बढ़ती है, नाला पार करती है और प्लॉट सं. 122 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "च" पर मिलती है।

च-छ

रेखा प्लॉट संख्या 125 में ग्राम चारवत से होकर गुजरती है इसके बाद भागतः प्लॉट सं. 129 साथ-साथ और उसमें से होकर गुजरती है और प्लॉट सं. 130, 131 से होकर गुजरती है, सड़क पार करती है और प्लॉट सं. 132 में जाती है और प्लॉट सं. 138 की बाहरी सीमा के साथ-साथ गुजरती है और प्लॉट सं. 140, 141 में जाती है और प्लॉट सं. 143/2 की बाहरी सीमा के साथ-साथ गुजरती है ईराई नदी को पार करती है उसके बाद ग्राम नन्दगांव से होकर आगे बढ़ती है ईराई नदी को पार करती है और प्लॉट सं. 121, 120, 119, 110, 111, 112 में गुजरती है और बिन्दु "छ" पर मिलती है।

छ-ज

रेखा प्लॉट सं. 112, 113/1-113/2, 114, 115 की बाहरी सीमा के साथ-साथ ग्राम नन्दगांव से होकर गुजरती है, सड़क को पार करती है और बिन्दु "ज" पर मिलती है।

ज-झ

रेखा प्लॉट सं. 125, 129, 128, 157/1-157/2 में ग्राम नन्दगांव से होकर गुजरती है इसके बाद भागतः सं. 157/1-157/2 के साथ-साथ और उसमें से होकर गुजरती है, ईराई नदी को पार करती है। इसके बाद ग्राम माना से होकर आगे बढ़ती है, ईराई नदी को पार करती है और प्लॉट सं. 65 की बाहरी सीमा के साथ-साथ गुजरती है प्लॉट सं. 67, 71/1-71/2-71/3 में जाती है। इसके बाद भागतः प्लॉट सं. 75 में से और उसके साथ-साथ गुजरती है और प्लॉट सं. 74 की बाहरी सीमा के साथ-साथ गुजरती है सड़क को पार करती है और प्लॉट सं. 47, 48, 46, 45 की बाहरी सीमा के साथ-साथ गुजरती है और सड़क की बाहरी सीमा के साथ-साथ गुजरती है और बिन्दु "झ" पर मिलती है।

झ-टा

रेखा ग्राम माना से होकर गुजरती है नदी को पार करती है इसके बाद प्लॉट सं. 5/1 5/2, 77, 76/1-76/2-76/3-76/4 सड़क की बाहरी सीमा के साथ-साथ गुजरती है, ईराई नदी को पार करती है इसके बाद ग्राम चारवत से होकर आगे बढ़ती है ईराई नदी को पार करती है और बिन्दु "टा" पर मिलती है।

टा-ट

रेखा ईराई नदी की पश्चिमी किनारे के साथ-साथ ग्राम चारवत से होकर गुजरती है और प्लॉट सं. 131, 130, 124, 133 की बाहरी सीमा के साथ-साथ गुजरती है इसके बाद ग्राम चारवत और ग्राम अरवत की सम्मिलित ग्राम सीमा के साथ-साथ गुजरती है तब ईराई नदी की पश्चिमी किनारे के साथ-साथ ग्राम अरवत से होकर आगे बढ़ती है और प्लॉट सं. 105, 104 की बाहरी सीमा के साथ जाती है नाभा को पार करती है इसके बाद प्लॉट सं. 103, 102, 101, 100, 99, 97, 98, 97 की बाहरी सीमा के साथ-साथ गुजरती है और बिन्दु "ग" पर मिलती है।

ग-घ

रेखा प्लॉट सं. 97 की बाहरी सीमा के साथ-साथ ग्राम अरवत से होकर गुजरती है और आरंभिक बिन्दु "घ" पर मिलती है।

[सं. 43015/2/97-एल. डब्ल्यू./पी. आर. आर्दी. डब्ल्यू.]

के. एस. ओका, निदेशक

MINISTRY OF COAL

New Delhi, the 23rd September, 1999

S.O. 946 .—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 226, (E), dated the 20th March, 1997, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published at pages 3 to 5 in Part II, Section 3, Sub-section (ii) of the Gazette of India, Extraordinary, dated the 20th March, 1997, the Central Government gave notice of its intention to acquire the land measuring 441.16 hectares (approximately) or 1090.15 acres (approximately) and all rights in or over such land as described in the Schedule appended to that notification;

And whereas the competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid and after consulting the Government of Maharashtra, is satisfied that :—

- (a) the land measuring 52.50 hectares (approximately) or 129.73 acres (approximately) in All Rights described in the Schedule "A" appended hereto, and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 113.87 hectares (approximately) or 281.38 acres (approximately) in Mining Rights described in Schedule "B" appended hereto,

should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that—

- (a) the land measuring 52.50 hectares (approximately) or 129.73 acres (approximately) in All Rights described in Schedule "A", and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 113.87 hectares (approximately) or 281.38 acres (approximately) in Mining Rights described in Schedule "B",

are hereby acquired.

The plan bearing number C-1(E)III/JR/656-0299, dated the 24th February, 1999 of the area covered by this notification may be inspected in the Office of the Collector, Chandrapur (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Western Coalfields Limited, (Revenue Sections), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra).

SCHEDULE 'A'

NEW HINDUSTHAN LALPETH OPENCAST EXTENSION BLOCK (PHASE-II) CHANDRAPUR AREA
DISTRICT CHANDRAPUR (MAHARASHTRA)

Plan No. C-1(E)III/JR/656-0299, dated the 24th February, 1999.

ALL RIGHTS :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area (In hectares)	Remarks
1	2	3	4	5	6	
1.	Arwat	9	Chandrapur	Chandrapur	52.50	Part

Total area : 52.50 hectares (approximately)
or
129.73 acres (approximately)

1. Plot numbers acquired in village Arwat

59 to 61, 62/1-62/2, 63/1-63/2, 64, 65/1-65/2, 66/1-66/2, 67/1-67/2, 68/1-68/2, 69 to 70, 71/1-71/2, 72 to 73, 74/1-74-2, 75 to 80, 81/1-81/2-81/3, 82/1-82/2, 83/1-83/2, 84 to 88, 80-1-89/2-89/3, 90/1, 90/2-90/3A-90/3B-90/3C-90/3D, Road Part.

Boundary Description :

- A—B :** Line starts from point 'A' and passes through village Arwat along the outer boundary of plot numbers 74/1-74/2, 73, 70, 69, 62/1-62/2, 59 and meets at point 'B'.
- B—C :** Line passes through village Arwat, along the Western Bank of 'Erai River' and passes along the outer boundary of plot numbers 59, 60, 61, 62/1-62/2, 63/1-63/2, 64, 65/1-65/2, 66/1-66/2, crosses a road then passes along the outer boundary of plot numbers 77, 78, 79, 80, 81/1-81/2-81/3, 82/1-82/2, 88, 89/1-89/2-89/3, 90/1-90/2-90/3A-90/3B-90/3C-90/3D and meets at point 'C'.
- C—D :** Line passes through village Arwat, along the outer boundary of plot numbers 90/1-90/2-90/3A-90/3B-90/3C-90/3D and meets at point 'D'.
- D—A :** Line passes through village Arwat, along the outer boundary of plot numbers 90/1-90/2-90/3A-90/3B-90/3C-90/3D, 89/1-89/2-89/3, 88, 87, 86, crosses road then passes along the outer boundary of plot numbers 75, 74/1-74/2 and meets at starting point 'A'.

SCHEDULE 'B'

**NEW HINDUSTHAN LALPETH OFENCAST EXTENSION BLOCK (PHASE-II)
CHANDRAPUR AREA,
DISTRICT CHANDRAPUR (MAHARASHTRA)**

Plant No. C-1(E)/III/JR/656-0299, dated the 24th February, 1999.

Sl. No.	Name of village	Patwari Circle number	Tal sil	District	Area (In hectares)	Remarks
1	2	3	4	5	6	
1.	Arwat	9	Chandrapur	Chandrapur	17.42	Part
2.	Charwat	9	Chandrapur	Chandrapur	43.44	Part
	Mana	9	Chandrapur	Chandrapur	27.52	Part
4.	Nandgaon	9	Chandrapur	Chandrapur	25.49	Part

Total area : 113.87 hectares (approximately)

or

281.38 acres (approximately)

Plot numbers acquired in village Arwat :

97 Part, 98, 99 Part, 100 Part, 101 to 107, Nallah Part.

Plot numbers acquired in village Charwat :

122 to 124, 125 Part, 129 Part, 130 Part, 131 Part, 132 Part, 133 to 136, 137/1A-137/1B—137/1C-137/1D-137/1E-137/1F-137/1G-137/1K-137/2A-137/3-137/3B-137/3C, 138, 140 Part, 141 Part, 142, 143/2, Road Part, Nallah Part, River Part.

Plot numbers acquired in village Mana :

1 to 4, 5/1-5/2, 45 to 48, 65 to 66, 67 Part, 71/1-71/2-71/3 Part, 74, 75 Part, 76/1-76/2, 76/3-76/4, to 80, Abadi, Road, Part, River Part.

Plot numbers acquired in village Nandgaon :

110 Part, 111 Part, 112 Part, 113/1, 113/2, 114 to 118, 119 part, 120 Part, 121 Part, 122 to 124, 125 Part, 126 to 127, 128 Part, 129 Part, 157/1-157/2 Part, 470, Road Part, River Part.

Boundary description :

- D—E—F** Line starts from point 'D' and passes through village Arwat partly along and partly through plot number 97 then passes along the outer boundary of plot number 97, in plot numbers 99, 100 and passes along the outer boundary of plot numbers 101, 102, 103, 106, 107, crosses nallah, then proceeds through village Charwat, crosses nallah and passes along the outer boundary of plot number 122 and meets at point 'F'.
- F—G :** Line passes through village Charwat in plot number 125 then passes partly along and partly through plot number 129 and passes in plot numbers 130, 131 crosses road, and in plot number 132 and passes along the outer boundary of plot number 138 and in plot numbers 140, 141 and passes along the outer boundary of plot number 143/2 crosses Erai River then proceeds through village Nandgaon, crosses Erai River and passes in plot numbers 121, 120, 119, 110, 111, 112 and meets at point 'G'.
- G—H :** Line passes through village Nadgaon along the outer boundary of plot numbers 112, 113/1-113/2, 114, 115 crosses road and meets at point 'H'.
- H—I :** Line passes through village Nandgaon in plot numbers 125, 129, 128, 157/1-157/2, then passes partly along and partly through plot number 157/1-157/2, crosses Erai River then proceeds through village Mana, crosses Erai River and passes along the outer boundary of plot number 65 in plot numbers 67, 71/1-71/2-71/3, then passes partly through and partly along plot number 75 and passes along the outer boundary of plot number 74, crosses road and passes along the outer boundary of plot numbers 47, 48, 46, 45 and passes along the outer boundary of Road and meets at point 'I'.
- I—J :** Line passes through village Mana crosses road then passes along the outer boundary of plot numbers 5/1-5/2, 77, 76/1-76/2-76/2-76/3-76/4, road, crosses Erai River, then proceeds through village Charwat, crosses Erai River and meets at point 'J'.
- J—C :** Line passes through village Charwat along the Western Bank of Erai River and passes along the outer boundary of plot numbers 131, 130, 124, 123 then passes along the common village boundary of villages Charwat and Arwat then proceeds through village Arwat along the Western Bank of Erai River and passes along the outer boundary of plot numbers 105, 104, crosses nallah then passes along the outer boundary of plot numbers 103, 102, 101, 100, 99, 97, 98, 97 and meets at point 'C'.
- C—D :** Line passes through village Arwat along the outer boundary of plot number 97 and meets at starting point 'D'.

[No. 43015/2/97-LW/PRIW]

K.S. KROPHA, Director

नई दिल्ली, 27 सितम्बर, 1999

का. आ. 2947 :—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (i) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 3130, तारीख 26 नवम्बर, 1997 जो भारत के राजपत्र, भाग 2, खंड 3 उपखंड (ii), तारीख 20 दिसम्बर, 1997 में प्रकाशित की गई थी द्वारा उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 766.45 एकड़ (लगभग) या 310.30 हेक्टेयर (लगभग) के अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और बिहार सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 766.45 एकड़ (लगभग) या 310.30 हेक्टेयर (लगभग) माप वाली भूमि अर्जित किए जाने चाहिए।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 766.45 एकड़ (लगभग) या 310.30 हेक्टेयर (लगभग) माप वाली भूमि अर्जित की जाती है।

इस अधिसूचना के अधीन अपने अपने वाले क्षेत्र के सं. 6, तारीख 24 फरवरी, 1998 वाले रेखांक का निरीक्षण उपायुक्त गोड्डा (बिहार) के कार्यालय में या कोयला नियंत्रक 1 काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में, या ईस्टर्न कोलफील्ड्स लि., सेंक्टोरिया, पी. ओ. विश्वेश्वरगढ़, जिला बर्धमान (पं. बंगाल) के कार्यालय में किया जा सकता है।

अनुसूची

राजमहल कोयला क्षेत्र

(रेखा सं. 6, तारीख 28 फरवरी, 1998)

सभी अधिकार	ब्लाक सं. 1	(अर्जित की गई भूमि वसति हुए)			
क्रम सं. मौजा/ग्राम का नाम	थाना सं.	पुलिस स्टेशन थाना	जिला	क्षेत्र (एकड़ में)	टिप्पणियां
1. पहाड़पुर	32	बी. डब्ल्यू. सिमरा सं. II	गोड्डा	177.37	भाग
2. डुमरिया	01	बी. डब्ल्यू. सिमरा सं. II	गोड्डा	15.32	भाग
3. हाहाजोरे	13	बी. डब्ल्यू. सिमरा सं. II	गोड्डा	112.10	भाग
4. पंचरुखी	14	बी. डब्ल्यू. सिमरा सं. II	गोड्डा	74.61	भाग
5. रंगमटिया	15	बी. डब्ल्यू. सिमरा सं. II	गोड्डा	130.75	भाग
6. छोटा खैरवानी	16	बी. डब्ल्यू. सिमरा सं. II	गोड्डा	256.30	भाग
कुल क्षेत्र : 766.45 एकड़ (लगभग)					
या					
310.30 हेक्टर (लगभग)					

1. मौजा पहाड़पुर में अर्जित किए गए प्लॉट सं. 14 (भाग), 16
2. मौजा डुमरिया में अर्जित किए गए प्लॉट सं. 732 (भाग), 1178 (भाग), 1190, 1227 (भाग)
3. मौजा हाहाजोरे में अर्जित किए गए प्लॉट सं. 1 से 12, 13 (भाग), 14, 15, 16 (भाग), 17, 19 से 29, 39 से 59, 60 (भाग), 64 (भाग), 73 (भाग), 147 से 264, 310
4. मौजा पंचरुखी में अर्जित किए गए प्लॉट सं. 127, 141, 249, 280 से 282, 289 से 291, 298, 302, 308, 319 से 341
5. मौजा रंगमटिया में अर्जित किए गए प्लॉट सं. 1 से 33
6. मौजा छोटा खैरवानी में अर्जित किए गए प्लॉट सं. 1 (भाग), 2 से 28, 29 (भाग), 30 (भाग), 47 (भाग), 58 से 68

सीमा वर्णन

- क1—क2 रेखा मौजा पहाड़पुर सं. 32 के प्लॉट सं. 14 से आरंभ होती है, उसी प्लॉट से होकर गुजरती है और रेखांक में यथा निरूपित बिन्दु “क-2” पर मिलती है।
- क2—क3 रेखा मौजा पहाड़पुर सं. 32 के प्लॉट सं. 14 से होकर गुजरती है और रेखांक में यथा निरूपित बिन्दु “क-3” पर मिलती है।
- क3—क4 रेखा मौजा पहाड़पुर सं. 32 और छोटा खैरवानी सं. 16 की संयुक्त सीमा रेखा के साथ-साथ चलती है और मौजा छोटा खैरवानी के प्लॉट सं. 1 और 29 की रेखा से होकर गुजरती है, प्लॉट सं. 29 की दक्षिण रेखा, प्लॉट सं. 30 की पश्चिम रेखा के साथ-साथ चलती है और प्लॉट सं. 30 और 47 से होकर गुजरती है तथा रेखांक में यथा निरूपित बिन्दु “क-4” पर मिलती है।
- क4—क5 रेखा मौजा छोटा खैरवानी सं. 16 और पियाराम सं. 34 की संयुक्त सीमा रेखा के साथ-साथ चलती है तथा मौजा छोटा खैरवानी सं. 16, पियाराम सं. 34 और रेखांक में यथा निरूपित रंगमटिया सं. “क-5” पर मिलती है।

- क 5—क 6 रेखा मौजा रंगमाटिया सं. 15 और हाहाजोर सं. 13 की संयुक्त सीमा रेखा के साथ-साथ चलती है तथा रेखांक में यथा निरूपित बिन्दु “क-6” पर मिलती है।
- क 6—क 7—क 8 रेखा मौजा हाहाजोर सं. 13 के प्लाट सं. 74 के उत्तर और पश्चिम के साथ-साथ चलती है तथा रेखांक में यथा निरूपित बिन्दु “क-8” पर मिलती है।
- क 8—क 9 रेखा मौजा हाहाजोर सं. 13 के प्लाट सं. 74 की पश्चिम रेखा के साथ-साथ चलती है और रेखांक में यथा निरूपित बिन्दु “क-9” पर मिलती है।
- क 9—क 10 रेखा प्लाट सं. 74 के उत्तर के साथ-साथ चलती है और मौजा हाहाजोर के प्लाट सं. 60, 64 से होकर गुजरती है तथा रेखांक में यथा निरूपित बिन्दु “क-10” पर मिलती है।
- क 10—क 11 रेखा प्लाट सं. 66 को दक्षिण रेखा, प्लाट सं. 56 की उत्तर-पश्चिम रेखा, प्लाट सं. 73 की पूर्व और दक्षिण रेखा के साथ-साथ चलती है और रेखांक में यथा निरूपित बिन्दु “क-11” पर मिलती है।
- क 11—क 12 रेखा मौजा हाहाजोर सं. 13 के प्लाट सं. 73 की पूर्व और उत्तर रेखा के साथ-साथ चलती है तथा प्लाट सं. 73, 16, 13 की रेखा के साथ-साथ चलती है तथा मौजा रंगमाटी सं. 15 तथा हाहाजोर सं. 13 की संयुक्त सीमा रेखा के साथ-साथ चलती है तथा रेखांक में यथा निरूपित बिन्दु “क-13” पर मिलती है।
- क 12—क 13 रेखा मौजा हाहाजोर सं. 13 के प्लाट सं. 73 की पश्चिम रेखा के साथ-साथ चलती है तथा रेखांक में यथा निरूपित बिन्दु “क-13” पर मिलती है।
- क 13—क 14 रेखा मौजा हाहाजोर सं. 13 के प्लाट सं. 73 की उत्तर रेखा के साथ-साथ चलती है, मौजा हाहाजोर सं. 13 और मौजा डुमरिया सं. 1 की संयुक्त सीमा रेखा के साथ-साथ चलती है, मौजा डुमरिया सं. 1 प्लाट सं. 1227 की उत्तर सीमा के साथ-साथ चलती है और रेखांक में यथा निरूपित बिन्दु “क-14” पर मिलती है।
- क 14—क 15 रेखा मौजा डुमरिया सं. 1 के प्लाट सं. 1227 से होकर गुजरती है और रेखांक में यथा निरूपित बिन्दु “क-15” पर मिलती है।
- क 15—क 16—क 17 रेखा मौजा डुमरिया सं. 1 के प्लाट सं. 1191 की उत्तर रेखा से होकर गुजरती है प्लाट सं. 1192, 1193 की उत्तर और पश्चिम रेखा के साथ-साथ चलती है, प्लाट सं. 1196, 1197 की पश्चिम रेखा से होकर गुजरती है, प्लाट सं. 1199, 1200, 1201, 1202, 1203, 1106, 1107 के उत्तर की ओर से जाती है, प्लाट सं. 1109 के पूर्व की ओर से जाती है प्लाट सं. 1147 के पूर्व के साथ-साथ चलते हुए प्लाट सं. 732 की रेखा से होकर गुजरती है। प्लाट सं. 1148 की दक्षिण और पूर्व रेखा के साथ-साथ चलती है। पुनः दक्षिण और पूर्व रेखा के साथ-साथ चलती है तथा रेखांक में यथा निरूपित बिन्दु “क-17” पर मिलती है।
- क 17—क 18 रेखा मौजा डुमरिया सं. 1 के प्लाट सं. 1178 से होकर गुजरती है और रेखांक में यथा निरूपित बिन्दु “क-18” पर मिलती है।
- क 18—क 19 रेखा मौजा डुमरिया सं. 1 और पंचरुखी सं. 14 की संयुक्त सीमा के साथ-साथ चलती है। मौजा पंचरुखी सं. 14 के प्लाट सं. 282 के पश्चिम और दक्षिण की ओर साथ-साथ चलती है तथा रेखांक में यथा निरूपित बिन्दु “क-19” पर मिलती है।
- क 19—क 20 रेखा मौजा पंचरुखी सं. 14 के प्लाट सं. 282 के पश्चिम की ओर साथ-साथ चलती है और प्लाट सं. 282 की उत्तर की ओर पश्चिम रेखा के साथ-साथ चलती है तथा रेखांक में यथा निरूपित बिन्दु “क-20” पर मिलती है।
- क 20—क 21—क 27 रेखा मौजा पंचरुखी के प्लाट सं. 282 की पूर्व की ओर उत्तर रेखा के साथ-साथ चलती है, प्लाट सं. 326 को पश्चिम उत्तर रेखा से होकर गुजरती है तथा रेखांक में यथा निरूपित बिन्दु “ए-2” पर मिलती है।
- क 22—क 23 रेखा मौजा पंचरुखी सं. 14 और पहाड़पुर सं. 32 की संयुक्त सीमा रेखा के साथ-साथ चलती है, मौजा पंचरुखी के प्लाट सं. 316 की उत्तर रेखा से होकर गुजरती

है, फिर प्लॉट सं. 308, 307, 305 की पूर्व और उत्तर रेखा के साथ-साथ चलती है, फिर प्लॉट सं. 303, 304 की रेखा से होकर गुजरती है, फिर प्लॉट सं. 299 की पूर्व रेखा से होकर गुजरती है, फिर प्लॉट सं. 301 के दक्षिण पूर्व और उत्तर रेखा से होकर गुजरती है, प्लॉट सं. 300 की उत्तर रेखा के साथ-साथ चलती है और रेखांक में यथा निरूपित बिन्दु "क-23" पर मिलती है।

क 23—क 24—क 25

रेखा मौजा पंचरुखी के प्लॉट सं. 300, 299, 304, 297 की पश्चिम रेखा के साथ चलती है प्लॉट सं. 296, 295 के उत्तर की ओर से जाती है, फिर प्लॉट सं. 264, 261 को पश्चिम रेखा के साथ-साथ चलती है, फिर प्लॉट सं. 256 को पश्चिम उत्तर रेखा के साथ-साथ चलती है, फिर प्लॉट सं. 255, 250 की पश्चिम रेखा के साथ-साथ चलती है और रेखांक में यथा निरूपित बिन्दु "क-25" पर मिलती है।

क 25—क 26

रेखा मौजा पहाड़पुर सं. 32, पंचरुखी सं. 14 की संयुक्त सीमा रेखा के साथ-साथ चलती है। फिर मौजा पंचरुखी सं. 14 के प्लॉट सं. 250, 248, 143 की उत्तर रेखा के साथ-साथ चलती है, प्लॉट सं. 142 के पूर्व और उत्तर रेखा के साथ-साथ चलती है। प्लॉट सं. 140 की पूर्व रेखा के साथ-साथ चलती है, प्लॉट सं. 135 की पूर्व और उत्तर रेखा से होकर गुजरती है प्लॉट सं. 134 की उत्तर और पश्चिम रेखा के साथ-साथ चलती है। प्लॉट सं. 133 की पश्चिम रेखा प्लॉट सं. 128 को उत्तर रेखा के साथ-साथ चलती है। प्लॉट सं. 121 के पूर्व उत्तर और पश्चिम की ओर साथ-साथ चलती है, प्लॉट सं. 123 की पूर्व रेखा, प्लॉट सं. 124 को पूर्व, उत्तर और पश्चिम रेखा के साथ-साथ चलती है, प्लॉट सं. 125, 126 की पूर्व रेखा के साथ-साथ चलती है और रेखांक में यथा निरूपित बिन्दु "क-26" पर मिलती है।

क 26—क 1

रेखा मौजा पहाड़पुर सं. 32 के प्लॉट सं. 14 से होकर गुजरती और रेखांक में यथा निरूपित बिन्दु "क-1" पर मिलती है।

[फा. सं. 43015/15/96—एल. डब्ल्यू/पी आर आई डब्ल्यू]

के. एस. क्रोफा, निदेशक

New Delhi, the 27th September, 1999

S.O.2947.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3130, dated the 26th November, 1997 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 20th December, 1997, the Central Government gave notice of its intention to acquire the lands measuring 766.45 acres (approximately) or 310.30 hectares (approximately) in the locality specified in the Schedule appended to that notification:

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government :

And whereas the Central Government after considering the aforesaid report and after consulting the Government of Bihar, is satisfied that the lands measuring 766.45 acres (approximately) or 310.30 hectares (approximately) described in the Schedule appended hereto should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 766.45 acres (approximately) or 310.30 hectares (approximately) described in the Schedule appended hereto, are hereby acquired.

The plan bearing No. 6 dated 28th February, 1998 of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Godda (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Eastern Coalfields Limited, Sanctoria, P.O. Dishergarh, District Burdwan (West Bengal).

SCHEDULE

RAJMAHAL COALFIELDS

(Drawing number 6, dated the 28th February, 1998)

All Rights

Block No. 1

(Showing the lands acquired)

Serial number	Name of Mouza (Village)	Thana number	Police Station (Thana)	District	Area (in acres)	Remarks
1.	Paharpur	32	BW Simra No. II	Godda	177.37	Part
2.	Dumaria	01	BW Simra No. II	Godda	15.32	Part
3.	Hahajore	13	BW Simra No. II	Godda	112.10	Part
4.	Pachrukhi	14	BW Simra No. II	Godda	74.61	Part
5.	Rangamatia	15	BW Simra No. II	Godda	130.75	Part
6.	Chhota Khairbani	16	BW Simra No. II	Godda	256.30	Part
Total 766.45 acres (approximately) or 310.30 hectares (approximately)						

- Plot numbers acquired in Mouza Paharpur: 14 (Part), 16.
- Plot numbers acquired in Mouza Dumaria: 732 (Part), 1178 (Part), 1190, 1227 (Part).
- Plot numbers acquired in Mouza Hahajore: 1 to 12, 13 (Part), 14, 15, 16 (Part), 17, 19 to 29, 39 to 59, 60 (Part), 64 (Part) 73 (Part), 147 to 264, 310.
- Plot numbers acquired in Mouza Pachrukhi: 127, 141, 249, 280 to 282, to 289 to 291, 298, 302, 306, 319 to 341.
- Plot numbers acquired in Mouza Rangamatia: 1 to 33.
- Plot numbers acquired in Mouza Chhota Khairbani: 1 (Part), 2 to 28, 29 (Part), 30 (Part), 47 (Part), 58 to 68.

BOUNDARY DESCRIPTION

- A1—A2 Line starts from plot No. 14 of mouza Paharpur No. 32, passes through the same plot and meets at 'pints 'A2' as delineated on the plan.
- A2—A3 Line passes through plot No. 14 of mouza Paharpur No. 32 and meets at point 'A3' as delineated on plan.
- A3—A4 Line passes along with joint boundary line of mouza Paharpur No. 32 and Chhota Khairbani No. 16 and passes through line of plot No. 1, 29 of mouza Chhota Khairbani south line of plot No. 29, west line of plot No.30 and passes through plot No. 30, 47 and meets at point 'A4' as delineated on plan.
- A4—A5 Line passes along with joint boundary line of mouza Chhota Khairbani No. 16 and Piyaram No. 34 and meets at point 'A5' on trio boundary line of mouza Chhota Khairbani No. 16, Piyaram no. 34 and Rangamatia No. 15 as delineated on plan.
- A5—A6 Line passes along with joint boundary line of mouza Rangamatia No. 15 and Hahajore No. 13 and meets at point 'A6' as delineated on plan.
- A6—A7—A8 Line passes along with north and west of plot no. 74 of mouza Hahajore No. 13 and meets at point 'A8' as delineated on plan.
- A8—A9 Line passes along with west line of plot No. 74 of mouza Hahajore No. 13 and meets at point 'A9' as delineated on plan.
- A9—A10 Line passes along with north of plot No. 74 and passes through plot No. 60, 64 of mouza Hahajore and meets at point 'A10' as delineated on plan.

- A10—A11 Line passes through south line of plot No. 66, north and west line of plot No. 56, east and south line of plot No. 73 and meets at point 'A11' as delineated on plan.
- A11—A12 Line passes along with east and north line of plot No. 73 of mouza Hahajor No. 13 and passes through the line of plot no. 73, 16, 13 and passes along with the joint boundary line of mouza Rangamatia No. 15 and Hahajor No. 13, meets at point 'A12' as delineated on plan.
- A12—A13 Line passes along with west line of plot No. 73 of mouza Hahajor No. 13 and meets at point 'A13' as delineated on plan.
- A13—A14 Line passes along with north line of plot No. 73 of mouza Hahajor No. 13, passes along with joint boundary line of mouza Hahajor No. 13 and mouza Dumaria No. 1, passes through north line of plot No. 1227 of mouza Dumaria No. 1 and meets at point 'A14' as delineated on plan.
- A14—A15 Line passes through plot No. 1227 of mouza Dumaria No. 1 and meets at point 'A15' as delineated on plan.
- A15—A16—A17 Line passes north line of plot No. 1191 of Dumaria No. 1, passes along with the north and west line of plot No. 1192, 1193, passes west line of plot No. 1196, 1197, north of plot No. 1199, 1200, 1201, 1202, 1203, 1106, 1107 east of plot No. 1109, passes through line of plot No. 732, along with east of the plot No. 1147, south and east line of plot No. 1148 and again passes along with south and east line and meets at point 'A. 17' as delineated on plan.
- A17—A18 Line passes through plot No. 1178 of mouza Dumaria No. 1 and meets at point 'A18' as delineated on plan.
- A18—A19 Line passes along with joint boundary line of mouza Dumaria No. 1 and Pachrukhi No. 14. Passes through west and south line of plot No. 282 of mouza Pachrukhi No. 14 and meets at point 'A19' as delineated on plan.
- A19—A20 Line passes along with west of plot No. 282 of mouza Pachrukhi No. 14 and passes along with north and west line of plot No. 282 and meets at point 'A20' as delineated on plan.
- A20—A21—A22 Line passes along with east and north line of plot No. 282 of mouza Pachrukhi, passes through west, north line of plot No. 326 and meets at point 'A22' as delineated on plan.
- A22—A23 Line passes along with joint boundary line of mouza Pachrukhi No. 14 and Paharpur No. 32, passes through north line of plot No. 316 of mouza Pachrukhi, passes along with east and north line of plot No. 301, passes along with north line of plot No. 303, 304, passes through east line of plot No. 299, passes through south east and north line of plot no. 301, passes along with north line of plot No. 300 and meets at point 'A23' as delineated on plan.
- A23—A24—A25 Line passes along with west line of plot No. 300, 299, 304, 297, of mouza Pachrukhi, passes through north of plot No. 296, 195, passes through east line of plot No. 264, 261, passes along east and north line of plot No. 256, passes along with east line of plot No. 255, 250 and meets at point 'A25' as delineated on plan.
- A25—A26 Line passes along with joint boundary line of mouza Paharpur No. 32 Pachrukhi No. 14, passes along with north line of plot No. 250, 248, 143 of mouza Pachrukhi No. 14, passes through east line of plot No. 142, passes through east line of plot No. 140, passes through east and north line of plot No. 135, passes through north and west line of plot No. 134, west line of plot No. 133, north line of plot No. 128, along with east, north and west of plot No. 121, east line of plot No. 123 along with east, north and west line of plot No. 124, passes along with east line of plot No. 125, 126 and meets at point 'A—26' as delineated on plan.
- A26—A1 Line passes through plot No. 14 of mouza Paharpur No. 32 and meets at starting point 'A—1' as delineated on plan.

नई दिल्ली, 27 सितम्बर, 1999

का.आ. — 2948.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत के राजपल्ल भाग II खंड 3 उपखंड (ii), तारीख 29 नवंबर, 1997 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. सं. 2991, तारीख 13 नवम्बर, 1997 द्वारा उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 241 हेक्टर (लगभग) है, कोयले का पर्वक्षण करने के अपने आशय की सूचना दी थी।

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राप्य है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुये इससे संलग्न अनुसूची में वर्णित 241 हैक्टर (लगभग) माप वाली भूमि में अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. बी.एच/अन्यू.बी/9829 तारीख 29 दिसंबर, 1998 का निरीक्षण कलक्टर, बर्दवान, जिला बर्दवान, पश्चिमी बंगाल के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट कलकत्ता-700001 के कार्यालय में या निदेशक (तकनीकी) ईस्टर्न कोलफील्ड्स लि., सेंकटोरिया, डाकघर दिसैरगढ़, जिला बर्दवान (प. बंगाल) के कार्यालय में किया जा सकता है।

टिप्पण 2 : कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है।

“8. अर्जन के प्रति आक्षेप :—

(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किये जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :—इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जायेगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिये स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिये ।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जायेगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिये देगा।

(3) इस धारा के प्रयोजनों के लिये, वह व्यक्ति किसी भूमि में हितबद्ध समझा जायेगा जो प्रतिकर में हित का दावा करने का हक्कार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिये जाते हैं।”

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकता-700001 को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

भाद्रा प्रशिक्षण ब्लॉक सिरीपुर क्षेत्र कालरी

क्रम सं.	मोजा/ग्राम का नाम	अधिकारिता सूची में	थाना	जिला	क्षेत्र हैक्टर में	टिप्पणी
1.	मजियारा	43	बाराबन्नी	बर्दवान	241	भाग

कुल क्षेत्र 241 हैक्टर (लगभग)

मोजा मजियारा में अजित किए गए प्लॉट :—

65, 66(भाग), 67(भाग), 68(भाग), 69 से 84, 84/3498, 85 से 102, 103(भाग), 104, 105, 106.
(भाग), 131(भाग), 132(भाग), 133, 134, 135(भाग), 135/3501, 136(भाग), 137(भाग), 138, 138/3734,
139, 140, 141(भाग), 141/3502(भाग), 142(भाग), 163(भाग), 164(भाग), 165 से 167, 167/3505,
167/3517, 168 से 170, 170/3495, 171 से 203, 203/3549, 203/3550, 204 से 289, 289/3497, 290 से
329, 329/3492, 329/3493, 330 से 336, 338 से 358, 358/3504, 359 से 375, 375/3491, 376, 377,
377/3494, 377, 377/3494, 377/3354, 378 से 401, 402(भाग) 403(भाग), 404(3552(भाग), 442(भाग),
443(भाग), 444(भाग), 444/3452, 445 से 458, 457/3556, 458 से 477, 477/3737, 477/3738, 478 से
507, 507/3488, 508 से 536, 536/3557, 537 से 554, 554/3558, 555 से 582, 582/3489, 583, 583/3490
584 से 594, 594/3485, 595 से 597, 597/3513, 598 से 606, 606/3702, 606/3703, 607/से 619,
619/3559, 620 से 627, 627/3560, 628 से 639, 639/3561, 640 से 644, 644/3733, 645 से 662,
662/3562, 663 से 680, 680/3512, 681 से 692, 692/3563, 693 से 706, 706/3564, 707 से 715, 715/
3565, 716 से 720, 720/3699, 721 से 723, 723/3670, 723/3671, 723/3672, 723/3673, 723/3674,
723/3675, 723 3676, 723/3677, 723/3678, 723/3679, 723/3680, 723/3681, 723/3682, 724 से
731, 731/3689, 731/3690, 731/3691, 731/3692, 731/3693, 732, 732/3683, 732/3684, 732/3685,
732/3686, 732/3687, 732/3688, 733, 733/3694, 734, 735, 736(भाग), 737(भाग), 739, 739(भाग),
740(भाग), 741(भाग), 742(भाग), 743 से 750, 750/3648, 750/3649 750/3650, 750/3651, 750/3652, 750/
3653 750/3654, 750/3655, 750/3656, 751, 751/3657(भाग), 751/3705(भाग), 752/3658(भाग),
752/3659(भाग), 820(भाग), 821(भाग), 822(भाग), 823 से 826, 826/3566, 827, 828, 829(भाग),
830, 831, 832(भाग), 833(भाग), 1024(भाग), 1025(भाग), 1026(भाग), 1027, 1027/3514, 1028, 1034,
1042(भाग), 1043(भाग), 1044, 1044/3482, 1045, 1046, 1046/3481, 1047 से 1094, 1094/3480,
1095 से 1147, 1147/3736, 1148 से 1169, 1169/3477, 1170 से 1182, 1182/3478, 1183 से 1225,
1227 से 1303, 1303/3582, 1304, 1304/3583, 1304/3584, , 1304/3585, 13404/3586, 1305 से
1327, 1327/3735, 1328 से 1331, 1331/3474, 1332 से 1337, 1337/3463, 1338, 1338/3476,
1339 से 1359, 1359/3475, 1360 से 1380, 1380/3603, 1381 से 1393, 1394(भाग), 1395(भाग),
1396(भाग), 1397 से 1399, 1399/3604, 1400 से 1402, 1403(भाग), 1434(भाग), 1435 से 1446,
1447(भाग), 1448(भाग), 1448/3471(भाग), 1449(भाग), 1454(भाग), 1455, 1456, 1457(भाग),
1458(भाग), 1538(भाग), 1558/3468(भाग), 1542(भाग), 1543(भाग), 1544(भाग), 1545 से 1548, 1549
(भाग), 1550 से 1560, 1560/3464, 1561 से 1568, 1569(भाग), 1570, 1571, 1572(भाग), 1573(भाग),
1574, 1575(भाग), 1576(भाग), 1577(भाग), 1581/3521(भाग), 1617(भाग),
1618(भाग), 1621(भाग), 1622, 1623(भाग), 1624(भाग), 1887(भाग), 1888(भाग), 1888/3472, 1889,
1889/3473, 1890, 1891, 1891/3525, 1892, 1892/3724, 1893, 1894, 1895(भाग), 1896(भाग),
1897, 1897/3718, 1898।

सीमा वर्णन :

- क—क1 रेखा बिन्दु “क” से आरंभ होती है और मोजा मजियारा के अधिकारिता सूची सं. 43 में पूर्वोत्तर बाईं से होकर गुजरती है और मोजा मजियारा के अधिकारिता सूची सं. 43 और मोजा भास्कजुरी के अधिकारिता सूची सं. 42 के बीच सम्मिलित सीमा के बिन्दु “क-1” पर मिलती है।
- क1—क2 रेखा “क1” से आरंभ होती है और मोजा मजियारा के अधिकारिता सूची सं. 43 में उत्तर दक्षिण बाईं से होकर गुजरती है और मोजा मजियारा के अधिकारिता सूची सं. 43 और मोजा भास्कजुरी के अधिकारिता सूची सं. 42 के बीच की सम्मिलित सीमा के बिन्दु “क2” पर मिलती है।
- क2—क3 रेखा बिन्दु “क2” से आरंभ होती है और मोजा मजियारा के अधिकारिता सूची सं. 43 में उत्तर दक्षिण पूर्व बाईं से होकर गुजरती है और मोजा मजियारा के अधिकारिता सूची सं. 43 और मोजा भास्कजुरी के अधिकारिता सूची सं. 42 के बीच की सम्मिलित सीमा के बिन्दु “क3” पर मिलती है।

ग 4—ग 5. रेखा बिन्दु “ग 4” से आरंभ होती है और मौजा मजियारा के अधिकारिता सूची सं. 43 में उत्तर-वर्षिण घाई से होकर गुजरती है और मौजा मजियारा के अधिकारिता सूची

ग 16—ग 17

ग 17-—ग 18

ग 18-ग 19

ग १९—ग २०

ग २०—ग २१

ग २१—ग २२

ग २२—ग २३

ग २३—ग २४

ग 24-ग 25

ग 25—ग 26

ग २६—घ

रेखा बिन्दु "ग26" से आरंभ होती है और मौजा मजियारा के अधिकारिता सूची सं. 43 में उत्तर-दक्षिण वार्ड से होकर गुजरती है और मौजा मजियारा के अधिकारिता सूची सं. 43 और मौजा गन्पगिरा के अधिकारिता सूची सं. 25 के बीच की सम्मिलित सीमा के बिन्दु "घ" पर मिलती है।

घ—क

रेखा बिन्दु "घ" से आरंभ होती है और मौजा मजियारा के अधिकारिता सूची सं. 43 में दक्षिण-उत्तर बाईं से होकर गुजरती है और मौजा मजियारा के अधिकारिता सूची सं. 43 में आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/16/97-एल डब्ल्यू./पी आर आई डब्ल्यू]

के. एम. क्रोफा, निर्देशक

New Delhi, the 27th September, 1999

S.O. 2948.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2991, dated the 13th November, 1997, issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India Part-II, Section 3, Sub-section (ii) dated the 29th November, 1997 the Central Government gave notice of its intention to prospect for coal in 241 Hectares (Approximately) of land in the locality specified in the Schedule appended to that notification:

And whereas the Central Government is satisfied that coal is obtaining in a part of the said lands:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring, 241 Hectares (Approximately) in mining right as described in the Schedule annexed hereto:

Note 1 : The plan bearing number BH/WB/98/29 dated 29th December, 1998 of the area covered by this notification may be inspected in the Office of the Collector, Burdwan, District—Burdwan (West Bengal) or in the Office of the Coal Controller 1, Council House Street, Calcutta-Pin-700001 or in the office of the Director (Technical) Eastern Coalfields Limited, Sanctoria, Post Office—Dishegarh, District—Burdwan (West Bengal).

Note 2 : Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), which provides as follows:

"8. Objection to Acquisition : (1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation : It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either make a report in respect of the lands which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3:—The Coal Controller 1, Council House Street, Calcutta-700001 has been appointed by the Central Government as the Competent Authority under the Act.

SCHEDULE BHANORA WEST BLOCK COLLIERY OF SRIPUR AREA

Serial Number	Name of Mouza/ Village	Jurisdiction list number	Police Station	District	Area in hectares	Remarks
1.	Majiara	43	Barabani	Burdwan	241	Part
Total area-					241 Hectares (approximately)	

Plots to be acquired in Mouza Majiara :

65, 66 (P), 67 (P), 68 (P), 69 to 84, 84/3498, 85 to 102, 103 (P), 104, 105, 106 (P), 131 (P), 132 (P), 133, 134, 135 (P), 135/3501, 136 (P), 137 (P), 138, 138/3734, 139, 140, 141 (P), 141/3502 (P), 142 (P), 163 (P), 164 (P), 165 to 167, 167/3505, 167/3517, 168 to 170, 170/3495, 171 to 203, 203/3549, 203/3550, 204 to 289, 289/3497, 290 to 329, 329/3492, 329/3493, 330 to 336, 338 to 358, 358/3504, 359 to 375, 375/3491, 376, 377, 377/3494, 377, 377/3494, 377/3534, 378 to 401, 402 (P), 403 (P), 404/3552 (P), 442 (P), 443 (P), 444 (P), 444/3452, 445 to 457, 457/3556, 458, to 477, 477/3737, 477/3738, 478 to 507, 507/3488, 508 to 536, 536/3557, 537 to 554, 554/3558, 555 to 582, 582/3489, 583, 583/3490, 584 to 594, 594/3485, 595 to 597, 597/3513, 598 to 606, 606/3702, 606/3703, 607 to 619, 619/3559, 620 to 627, 627/3560, 628 to 639, 639/3561, 640 to 644, 644/3733, 645 to 662, 662/3562, 663 to 680, 680/3512, 681, to 692, 692/3563, 693 to 706, 706/3564, 707 to 715, 715/3565, 716 to 720, 720/3699, 721 to 723, 723/3670, 723/3671, 723/3672, 723/3673, 723/3674, 723/3675, 723/3676, 723/3677, 723/3678, 723/3679, 723/3680, 723/3681, 723/3682, 724 to 731, 731/3689, 731/3690, 731/3691, 731/3692, 731/3693, 732, 732/3683, 732/3684, 732/3685, 732/3686, 732/3687, 732/3688, 733, 733/3694, 734, 735, 736 (P), 737 (P), 738, 739 (P), 740 (p), 741 (P), 742 (P), 743 to 750, 750/3648, 750/3649, 750/3650, 750/3651, 750/3652, 750/3653, 750/3654, 750/3655, 750/3656, 751, 751/3657 (P), 751/3705 (P), 752/3658 (P), 752/3659 (P), 820 (P), 821 (P), 822 (P), 823 to 826, 826/3566, 827, 828, 829 (P), 830, 831, 832 (P), 833 (P), 1024 (P), 1025 (P), 1026 (P), 1027 1027/3514, 1028 to 1034, 1042 (P), 1043 (P), 1044, 1044/3482, 1045, 1046, 1046/3481, 1047 to 1094, 1094/3480, 1095 to 1147, 1147/3736, 1148, to 1169, 1169/3477, 1170 to 1182, 1182/3478, 1183 to 1225, 1227 to 1303, 1303/3582, 1304, 1304/3583, 1304/3584, 1304/3585, 1304/3586, 1305 to 1327, 1327/3735, 1328 to 1331, 1331/3474, 1332 to 1337, 1337/3463, 1338, 1338/3476, 1339 to 1359, 1359/3475, 1360 to 1380, 1380/3603, 1381 to 1393, 1394 (P), 1395 (P), 1396 (P), 1397 to 1399, 1399/3604, 1400 to 1402, 1403 (P), 1434 (P), 1435 to 1446, 1447 (P), 1448 (P), 1448/3471 (P), 1449 (P), 1454 (P), 1455, 1456, 1457 (P), 1458 (P), 1538 (P), 1538/3468 (P), 1542 (P), 1543 (P), 1544 (P), 1545 to 1548, 1549 (P), 1550 to 1560, 1560/3464, 1561 to 1568, 1569 (P), 1570, 1571, 1572 (P), 1573 (P), 1574, 1575 (P), 1576 (P), 1577 (P), 1581/3521 (P), 1617 (P), 1618 (P), 1621 (P), 1622, 1623 (P), 1624 (P), 1887 (P), 1888 (P), 1888/3472, 1889, 1889/3473, 1890, 1891, 1891/3525, 1892, 1982/3724, 1893, 1894, 1895 (P), 1896 (P), 1897, 1897/3718, 1898,.

Boundary description :

- A—A 1** Line starts from point "A" and passes North-East wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "A 1" common boundary between Mouza Majiarah, Jurisdiction List Number 34 and Mouza Bhaskajuri, Jurisdiction List number 42,.
- A 1—A 2** Line starts from Point "A1" and passes North South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "A 2" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Bhaskajuri, Jurisdiction List Number 42.
- A 2—A 3** Line starts from Point "A 2" and passes North-South east wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "A 3" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Bhaskajuri, Jurisdiction List Number 42.
- A 3—A 4** Line starts from Point "A 3" and passes South-North east wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "A 4" Mouza Bhaskajuri Jurisdiction List Number 42,
- A 4—A 5** Line starts from Point "A 4" and passes North-East wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "A 5" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Bhaskajuri, Jurisdiction List Number 42.
- A5—A6** Line starts from Point "A5" and passes North-South east wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "A6" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Bhaskajuri, Jurisdiction List number 42.
- A6—A7** Line starts from Point "A6" and passes North-East wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "A7" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Bhaskajuri, Jurisdiction List Number 42.

A7—A8	Line starts from point "A7" and passes South-North east wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "A8" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Bhaskajuri, Jurisdiction List Number 42.
A8—B	Line starts from Point "A8" and passes North-East wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "B" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Bhaskajuri, Jurisdiction List Number 42.
B—C	Line starts from Point "B" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point: "C".
C—C1	Line starts from Point "C" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C1" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C1—C2	Line starts from Point "C1" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C2" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C2—C3	Line starts from Point "C" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C3" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C3—C4	Line starts from Point "C3" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C4" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C4—C5	Line starts from Point "C4" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C5" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C5—C6	Line starts from Point "C5" and passes North-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C6" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C6—C7	Line starts from Point "C6" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C7" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C7—C8	Line starts from Point "C7" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C8" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C8—C9	Line starts from Point "C8" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C9" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C9—C10	Line starts from Point "C9" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C10" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C10—C11	Line starts from Point "C10" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C11" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C11—C12	Line starts from Point "C11" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C12" common boundary between Mouza Majiarah, Jurisdiction List "C12" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.

C12—C13	Line starts from Point "C12" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C13" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C13—C14	Line starts from Point "C13" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C14" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C14—C15	Line starts from Point "C14" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at Point "C15" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C15—C16	Line starts from Point "C15" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C16" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C16—C17	Line starts from Point "C16" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C17" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C17—C18	Line starts from Point "C17" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C18" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C18—C19	Line starts from Point "C18" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C19" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C19—C20	Line starts from Point "C19" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C20" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C20—C21	Line starts from Point "C20" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C21" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C21—C22	Line starts from Point "C21" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C22" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C22—C23	Line starts from Point "C22" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C23" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C-23—C24	Line starts from Point "C23" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C24" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C24—C25	Line starts from Point "C24" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C25" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C25—C26	Line starts from Point "C25" and passes South-West wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "C26" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
C26—D	Line starts from Point "C26" and passes North-South wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at point "D" common boundary between Mouza Majiarah, Jurisdiction List Number 43 and Mouza Garparira, Jurisdiction List Number 25.
D—A	Line starts from Point "D" and passes South-North wards within Mouza Majiarah, Jurisdiction List Number 43 and meets at the starting Point "A" within Mouza Majiarah, Jurisdiction List Number 43.

श्रम मंत्रालय

नई दिल्ली, 20 सितम्बर, 1999

का. आ. 2949 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-09-99 को प्राप्त हुआ था।

[सं. एल.-12012/100/89-आई आर (बी - II)]

सी. गंगाधरन, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 20th September, 1999

S.O. 2949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 17-09-99.

[No. L-12012/100/89-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JAIPUR

Case No. CIT B-30/98

Reference No. L-12012/100/89-IR(B-II)

The General Secretary,
Punjab National Bank Employees Union,
Central Office, Parwana Bhavan,
Madhe Bagh, Jodhpur-342001.

Versus

The Zonal Manager,
Punjab National Bank,
1-Gopinath Marg, M. J. Road,
Jaipur-302001.

ATTENDANCE :

From Applicant :None.
From opp. party : Shri Mukesh Vyas.

Dated of Award : 23-8-1999.

AWARD

The Central Government has referred the following industrial dispute to this Tribunal vide notification referred above for adjudication :

"Whether the contention of the workman Shri Nathulal Panchal that he had worked for more than 240 days with the management of Punjab National Bank in a completed 12 calendar months during March 1977 January 1978 is correct? If so, whether the action of the Punjab National Bank in terminating the services of Shri Nathulal Panchal without complying the provisions of Section 25-F of the ID Act, 1947, is legal and justified? If not, to what relief the said workman is entitled and from what date?"

The order of reference was received on 30-8-98. The Punjab National Bank Employees Union, hereinafter referred as the Union, was to file the statement of claim within 15 days of the receipt of the reference. No statement of claim was filed on behalf of the Union within the above period. Notice was sent to the Union for filing the statement of claim on 20-7-99. On 20-7-99 Shri Manmohan Vashisht,

Organising Secretary appeared and requested for time for filing statement of claim on the ground that the workman was ill. Time was granted and the case was fixed for filing the statement of claim on 4-8-99. On 4-8-99 Shri Lokesh Mishra, Deputy General Secretary of the Union appeared and requested for time for filing statement of claim. Again time was granted and the case was fixed for 23-8-99 for filing statement of claim. Today none is present on behalf of the Union and the statement of claim has also not been filed. It, therefore, appears that the Union or workman is not interested in filing the statement of claim. In these circumstances No Dispute Award is passed. The copy of the same may be sent to the Central Government for publication under Section 17(1) of the Industrial Dispute Act, 1947.

Sd./-

(Presiding Officer)

नई दिल्ली, 20 सितम्बर, 1999

का. आ. 2950 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-09-99 को प्राप्त हुआ था।

[सं. एल.-12012/68/96-आई आर (बी- II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 20th September, 1999

S.O. 2950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 17-09-99.

[No. L-12012/68/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

केस नं.-सी. आई. टी.—13/97

विज्ञप्ति संख्या—एल-12012/68/96 आई आर (बी-II)

श्री दुर्गेश कुमार राजोरिया, द्वारा श्री नानगराम द्वारा
श्री एम. एफ. वेग,

ठाकुर बोरज का रास्ता,
किशनपोल बाजार, जयपुर

बनाम

क्षेत्रीय प्रबंधक, बैंक आफ बड़ौदा,
आनन्द भवन, संसार चन्द्र रोड, जयपुर

उपस्थित

प्रार्थी की ओर से

स्वयं प्रार्थी

अप्रार्थी की ओर से

श्री तेजप्रकाश शर्मा, एडवोकेट

पंचाट तारीख—29-7-99

पंचाट

केन्द्रीय सरकार के द्वारा औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम 1947 कहा गया है) के अन्तर्गत निम्न विवाद न्याय निर्णयार्थ इस अधिकरण को निर्देशित किया गया है।

“Whether the action of the management of Bank of Baroda Jaipur is justified in terminating the services of Sh. Durgesh Kr. Rajoria S/o Sh. Nang Ram, daily wages workman w.e.f. 2-9-92 and appointing Jr. Workman without giving him any opportunity of employment in violation of section 25-H of the I.D. Act, 1947? If not, to what relief is the said workman entitled and from what date?”

निर्देश आदेश की प्राप्ति के पश्चात पक्षकारों को नोटिस जारी किये गये प्रार्थी श्रमिक स्टेटमेंट ऑफ क्लेम प्रस्तुत किया, जिसमें उल्लेख किया गया है कि उसकी नियुक्ति अप्रार्थी प्रबंधक, जौहरी बाजार शाखा के अधीन एवं नियंत्रण में दिनांक 22-5-92 को दैनिक मजदूर के आधार पर की गई है व उससे दिनांक 1-9-92 तक 74 दिन कार्य लिया गया, उसकी सेवाएं दिनांक 2-9-92 से समाप्त कर दी गई, सेवा समाप्त करने से पूर्व खरिफ़ता सूची नहीं बनाई गई व न ही शास्त्री अर्वाड के खंड संख्या 507 (1) की अनुपालना की गई व उक्त अर्वाड एवं नियम की अवहेलना करते हुए प्रार्थी को उससे कनिष्ठ श्रमिक से पहले सेवा से मुक्त कर दिया गया उसकी सेवा समाप्त करने से पूर्व 24 दिन का नोटिस अथवा नोटिस का वेतन शास्त्री अर्वाड के खंड 522 (4) के तहत नहीं दिया गया एवं न शास्त्री अर्वाड के खंड 522 (5) के तहत छटनी का मुआवजा दिया गया, सेवा समाप्ति से पूर्व अधिनियम 1946 की धारा 25 (जी) की अनुपालना नहीं की गई एवं नई नियुक्ति अप्रार्थी प्रबंधक, जौहरी बाजार शाखा द्वारा दिये जाने के साथ उसे पुनः काम पर लेने हेतु प्राथमिकता नहीं दी गई व इस प्रकार अधिनियम 1947 की धारा 25 (एच) का उल्लंघन किया गया, प्रार्थना की गई कि उसकी सेवा प्रथमकरण का आदेश अनुचित एवं अवैध घोषित किया जाए व सेवा समाप्ति की तिथि से उसे समवैतनिक निरंतर सेवा में लिये जाने का आदेश दिया जाए।

अपीलार्थी की ओर से जवाब में उल्लेख किया गया, कि प्रार्थी श्रमिक को बैंक आफ बड़ौदा की शाखा जौहरी बाजार जयपुर में आवश्यक कार्य की पूर्ति हेतु रखा गया था प्रबंधक, जौहरी बाजार शाखा को प्रार्थी के द्वारा पक्षकार नहीं बनाया गया है, जिस कारण स्टेटमेंट ऑफ क्लेम खारिज किये जाने योग्य है प्रार्थी के द्वारा दिनांक 22-5-92 से 1-9-92 की अवधि में 74 दिवस कार्य करना स्वीकार किया गया एवं यह भी उल्लेख किया गया है कि आकस्मिक कार्य की पूर्ति होने पर स्वतः

ही सेवा समाप्त हो जाती है, ऐसी स्थिति में श्रमिक पर शास्त्री अर्वाड के प्रावधान लागू नहीं होने व न ऐसे श्रमिक के बारे में कोई खरिफ़ता सूची बनाया जाना आवश्यक है, प्रार्थी से कनिष्ठ व्यक्ति को बैंक में नियुक्ति दिये जाने के अभियन्त का खंडन किया गया। यह भी उल्लेख किया गया कि प्रार्थी श्रमिक का कोई रिकार्ड उक्त शाखा में उपलब्ध नहीं है, स्थाई नियुक्ति देने के बारे में नियम बने होने व निर्धारित प्रक्रिया के अनुसार ही स्थाई नियुक्ति दिये जाने का उल्लेख किया गया यह भी आपत्ति की गई कि प्रार्थी ने कभी किसी एक कलेण्डर वर्ष में 240 दिन से अधिक कार्य नहीं किया ऐसी दशा में धारा 25(एफ), 25 (जी), एवं 25 (एच) के प्रावधान लागू नहीं होते।

प्रार्थी की ओर से साक्ष्य में श्रमिक द्वारा शपथ पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर विपक्षी के अधिवक्ता को दिया गया एवं असफल समझौता प्रतिवेदन प्रदर्श (डब्ल्यू-1) प्रस्तुत किया गया, विपक्षी की ओर से साक्ष्य में कंदर्प कुमार ठाकौर, प्रबंधक (कामिक) का शपथ पत्र प्रस्तुत हुआ, जिस पर प्रतिपरीक्षा करने का अवसर श्रमिक के प्रतिनिधि को दिया गया।

बहस सुनी गई एवं पत्रावली का अवलोकन किया गया।

पक्षकारों के बीच इस बारे में कोई विवाद नहीं है कि प्रार्थी श्रमिक ने विपक्षी संस्थान की जौहरी बाजार शाखा में दिनांक 22-5-92 से 1-9-92 की अवधि में 74 दिन कार्य किया अतः यह विवादास्पद नहीं है कि प्रार्थी के मामले में अधिनियम 1947 की धारा 25(एफ) के प्रावधान लागू नहीं होते प्रार्थी की ओर से ऐसी भी कोई साक्ष्य प्रस्तुत नहीं की गई कि प्रार्थी से कनिष्ठ व्यक्तियों को प्रार्थी की सेवा समाप्ति के समय अप्रार्थी संस्थान के द्वारा नियोजन में रख लिया गया हो एवं न ही प्रार्थी के अधिवक्ता द्वारा ऐसा तर्क प्रस्तुत किया गया है अतः प्रार्थी के मामले में अधिनियम 1947 की धारा 25 (जी) के प्रावधान लागू नहीं होते प्रार्थी के अधिवक्ता ने ऐसा भी कोई तर्क नहीं दिया है कि प्रार्थी की सेवा मुक्ति अवैध अथवा अनुचित है ऐसी दशा में प्रार्थी की सेवा मुक्ति अवैध अनुचित नहीं मानी जा सकती पक्षकारों के अधिवक्ताओं की ओर से दिये गये तर्कों के आधार पर निम्न बिन्दुओं पर विचार किया जाना है—

- (1) क्या प्रबंधक बैंक ऑफ बड़ौदा, शाखा जौहरी बाजार, जयपुर प्रकरण में आवश्यक पक्षकार है?
- (2) क्या दैनिक वेतन श्रमिकों के बारे छटनी के प्रावधान लागू नहीं होते ?
- (3) क्या विपक्षी संस्थान के द्वारा अधिनियम, 1947 की धारा 25 (एच) का उल्लंघन किया गया है? यदि हाँ तो प्रार्थी क्या अनुतोष प्राप्त करने का अधिकारी है?

उक्त बिन्दुओं का विनिश्चय क्रमानुसार निम्न प्रकार किया जाता है—

बिन्दु संख्या— (1)

यह विवादित नहीं है कि प्रार्थी के द्वारा स्टेटमेंट ऑफ क्लेम में प्रबंधक, बैंक ऑफ वडोदा, शाखा जौहरी बाजार को पक्षकार नहीं बनाया गया है। प्रार्थी श्रमिक के द्वारा स्टेटमेंट ऑफ क्लेम में यह उल्लेख किया गया है कि उसकी नियुक्ति अप्रार्थी प्रबंधक के अधीन व नियंत्रण में की गई थी, जिसका खंडन विपक्षी की ओर से जवाब में नहीं किया गया, प्रबंधक, जौहरी बाजार शाखा अप्रार्थी के अधीन एवं नियंत्रण में कार्य नहीं करता, ऐसा नहीं बनाया गया है। उक्त परिस्थितियों में प्रबंधक, जौहरी बाजार शाखा प्रकरण में आवश्यक पक्षकार होता नहीं कहा जा सकता।

बिन्दु संख्या - (2)

अप्रार्थी के अधिवक्ता का तर्क है कि आक्रामिक श्रमिकों पर, जो कि दैनिक वेतन पर कार्य करते हैं छंटनी के प्रावधान लागू नहीं होते। उन्होंने अपने तर्क के समर्थन में — उच्चतम न्यायालय, 1997 (एल एण्ड एस) 1079, हिमांशू कुमार विद्याधी एवं अन्य बनाम बिहार राज्य एवं अन्य का वाव उद्धृत किया। उक्त मामले में प्रार्थीगण दैनिक मजदूरी पर कार्य करते थे जिनकी सेवाएं नियोक्ता के द्वारा समाप्त कर दी गई थी। प्रार्थीगण की ओर से सेवा समाप्ति को चुनौती अधिनियम, 1947 की धारा 25 (एफ) का उल्लंघन करने के आधार पर की गई थी। उक्त मामले में यह प्रश्न उठा कि क्या प्रार्थीगण की सेवाएं अधिनियम, 1947 की धारा 25 (एफ) के अर्थ में छंटनी की परिभाषा में आती है। माननीय उच्चतम न्यायालय ने यह अधिनिर्धारित किया —

“Every department of the Government cannot be treated to be “industry”. When the appointment are regulated by the statutory rules, the concept of “industry” to that extent stands excluded. Admittedly, they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of “retrenchment” therefore, cannot be stretched to such an extent as to cover these employees.”

उक्त न्याय दृष्टांत प्रस्तुत मामले में लागू नहीं होते। प्रस्तुत मामले में अप्रार्थी संस्थान न तो सरकारी विभाग है एवं दैनिक मजदूरी के आधार पर कार्य करने वाले श्रमिकों के लिए कोई विधिक नियम बने हों, ऐसा भी नहीं बताया जाता है। कर्मकार की परिभाषा अधि-

नियम, 1947 की धारा 2(एस) के अन्तर्गत दैनिक मजदूरी पर कार्यरत श्रमिक न आते हों ऐसा नहीं कहा जा सकता 1998 (3) एनएलएन-526 “प्रशासक, म्युनिसिपल कमेटी, अम्बोह बनाम पीठानीन अधिकाारी, श्रम न्यायालय, पटियाला के मामले में पंजाब एवं हरियाणा उच्च न्यायालय ने अधिनिर्धारित किया है कि मजदूरी के भुगतान का तरीका यह तय किये जाने हेतु कि कोई व्यक्ति कर्मकार की परिभाषा में आता है या नहीं, कोई महत्व नहीं रखता। उच्चतम न्यायालय ने “एल. रावटे डिमजा बनाम अधिशासी अधिवक्ता, दक्षिण रेलवे 1982 (1), एनएलएन-257 के मामले में अधिनिर्धारित किया है कि आक्रामिक कार्य कराने के लिए नियुक्त व्यक्ति भी अधिनियम, 1947 के प्रावधानों के अन्तर्गत आता है। ऐसी दशा में अप्रार्थी के अधिवक्ता के उक्त तर्क में कोई मार प्रकट नहीं होता। अतः इस बिन्दु का विनिश्चय अप्रार्थी के विरुद्ध किया जाता है।

बिन्दु संख्या - (3)

प्रार्थी ने स्टेटमेंट ऑफ क्लेम के खंड संख्या 13 में स्पष्टतः उल्लेख किया है कि अप्रार्थी के द्वारा जब नई नियुक्तियां की गईं तब उसे प्रार्थमिकता नहीं दी गई व अधिनियम, 1947 की धारा 25(एच) का उल्लंघन किया। जवाब में स्पष्ट रूप से इंकार नहीं किया गया कि प्रार्थी की सेवा समाप्ति के पश्चात् अप्रार्थी संस्थान के द्वारा नई नियुक्तियां नहीं की गईं। प्रार्थी ने गपथ-गपथ प्रस्तुत किया, जिसमें उसने स्पष्ट रूप से उल्लेख किया कि गिणपाल परैवा एवं अशोक महेन्द्रवारिया को जौहरी बाजार शाखा में नई नियुक्ति दी गई। प्रतिपरीक्षा में उसने कहा है कि वह यह नहीं कह सकता कि उनको सेवा से पृथक् किया गया अथवा नहीं। अप्रार्थी की ओर से कन्दर्प कुमार ठाकोर, प्रबंधक (कामिक) ने प्रतिपरीक्षा में उक्त व्यक्तियों को नियुक्ति दिये जाने से इंकार नहीं किया है। प्रतिपरीक्षा में उसने कहा है कि बिना रिकार्ड देखें वह यह नहीं कह सकता कि उक्त व्यक्तियों को प्रार्थी की सेवा समाप्ति के पश्चात् जौहरी बाजार शाखा में नियोजन में रखा हो। उसने यह स्वीकार किया कि प्रार्थी की सेवा समाप्ति के पश्चात् श्रमिकों को नियोजन में रखा था। इस प्रकार यह तो स्वीकृत तथ्य है कि प्रार्थी की सेवा समाप्ति के पश्चात् नई नियुक्तियां अप्रार्थी संस्थान के द्वारा जौहरी बाजार शाखा में की गईं। प्रार्थी के द्वारा प्रार्थना पत्र प्रस्तुत किया गया कि गिणपाल परैवा ने जुलाई-98 से अक्टूबर-98 तक तथा अशोक महेन्द्रवारिया ने अक्टूबर-98 से दिसम्बर-98 तक जौहरी बाजार शाखा में कार्य किया है। उक्त प्रार्थना पत्र पर उक्त व्यक्तियों का रिकार्ड अप्रार्थी से तलब किया गया। अप्रार्थी की ओर से जवाब में स्वीकार किया गया कि उक्त व्यक्तियों को जौहरी बाजार शाखा में उक्त अवधि में नियोजन में रखा गया था। इस प्रकार यह तथ्य भी विवादित नहीं रहता कि उक्त व्यक्तियों को प्रार्थी की सेवा समाप्ति के पश्चात् जुलाई-98 से दिसम्बर-98 के बीच अप्रार्थी संस्थान के द्वारा जौहरी बाजार शाखा में नियोजन में रखा गया। अप्रार्थी की ओर से प्रार्थी के आरोप

का कि उसे नई नियुक्तियाँ किये जाने के समय प्राथमिकता नहीं दी गई, खंडन नहीं किया गया।

अप्रार्थी के अधिवक्ता का तर्क है कि चूंकि प्रार्थी ने ने सेवा समाप्ति के एक वर्ष की अवधि में 240 दिवस कार्य नहीं किया अतः अधिनियम, 1947 की धारा 25(एच) के प्रावधान लागू नहीं होते। उच्चतम न्यायालय ने 1997 (2) एलएलएन 31 सेंट्रल बैंक ऑफ इंडिया बनाम एस. सत्यम एवं अन्य के मामले में अभिनिर्धारित किया है कि अधिनियम, 1947 की धारा 25(एच) में छंटनी किये गये श्रमिकों के अन्तर्गत केवल वे ही श्रमिक नहीं आते जो कि उक्त अधिनियम की धारा 25(एफ) के अन्तर्गत आते हैं जो कि एक वर्ष तक लगातार सेवा में रहे हों अतः अप्रार्थी के विद्वान अधिवक्ता के उक्त तर्क में कोई सार प्रतीत नहीं होता। इस प्रकार यह प्रमाणित है कि प्रार्थी की सेवा समाप्ति के पश्चात् उक्त दोनों व्यक्तियों (शिणपाल परेवा एवं महेन्द्रवारिया को जुलाई-98 से दिसम्बर-98 तक की अवधि में दैनिक मजदूरी के आधार पर नियोजन में रखा एवं प्रार्थी के नाम पर उक्त व्यक्तियों को नियोजन में रखने के समय विचार नहीं किया गया। इस प्रकार अप्रार्थी द्वारा अधिनियम, 1947 की धारा 25(एच) का उल्लंघन किया गया।

प्रार्थी के अधिवक्ता का तर्क है कि प्रार्थी को सेवा समाप्ति की तिथि से संवैतनिक एवं निरंतर सेवा में लिये जाने का आदेश दिया जाए। प्रार्थी के अधिवक्ता ने आरएल आर-1991(2), पृष्ठ 691 "सूर्य-प्रकाश शर्मा बनाम राजस्थान टेक्सटाइल बुक बोर्ड व अन्य के मामले को उद्धृत किया है, उक्त मामले में अधिनियम, 1947 की धारा 25(एच) का उल्लंघन माना गया था। उक्त मामले में राजस्थान उच्च न्यायालय के द्वारा प्रार्थी को उस समय के लिए क्षतिपूर्ति के रूप में मजदूरी दिलायी गई, जिस दौरान उससे कनिष्ठ व्यक्ति अप्रार्थी संस्थान द्वारा नियोजन में अधिनियम, 1947 की धारा 25(जी) अथवा 25(एच) के प्रावधानों के विपरीत रखे गये थे। यह भी निर्देश दिया गया था कि यदि अप्रार्थी संस्थान में नई नियुक्तियों की जाएं तो प्रार्थी के मामले पर विधिक प्रावधान के अनुसार विचार किया जाए। प्रस्तुत मामले में भी प्रार्थी को ऐसी ही सहायता दिया जाना उचित प्रतीत होता है। प्रार्थी को छः माह की मजदूरी जो कि उक्त श्रमिकों ने प्रार्थी की सेवा समाप्ति के पश्चात् अप्रार्थी संस्थान से प्राप्त की है दिलाया जाना एवं नई नियुक्ति होने पर अप्रार्थी संस्थान को प्रार्थी के नाम पर विचार करने का निर्देश दिया जाना उचित प्रतीत होता है।

अतः निर्देश का न्याय निर्णयन इस प्रकार किया जाता है कि अप्रार्थी संस्थान के द्वारा प्रार्थी की सेवा समाप्ति का आदेश उचित है परन्तु अप्रार्थी संस्थान के द्वारा अधिनियम, 1947 की धारा 25(एच) का उल्लंघन प्रमाणित है। प्रार्थी उक्त प्रावधानों के उल्लंघन के कारण अप्रार्थी संस्थान से क्षतिपूर्ति के रूप में छः माह की मजदूरी जो कि अप्रार्थी

संस्थान के द्वारा शिणपाल परेवा एवं अशोक महेन्द्रवारिया को जुलाई-98 से दिसम्बर-98 के बीच दी गई, प्राप्त करने का अधिकारी होगा। यह भी निर्देश दिया जाता है कि अप्रार्थी संस्थान में यदि नई नियुक्तियों की जाएं तो प्रार्थी के मामले पर अधिनियम, 1947 की धारा 25(एच) के प्रावधानों के अनुसार विचार किया जाए।

उक्त आशय का अवार्ड पारित किया जाता है। अवार्ड की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम, 1947 की धारा 17(1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह/-

पीठासीन अधिकारी

नई दिल्ली 21 सितम्बर, 1999

का.आ. 2951 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-99 को प्राप्त हुआ था।

[सं. एल-12012/83/96-आई.आर. (बी-II)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 21st September, 1999

S.O. 2951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 20-9-99.

[No. L-12012/83/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 9th September, 1999

PRESENT:

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 221/97

I PARTY

The General Secretary,
Syndicate Bank Staff Association,
Ananda Plaza, II Floor,
Near Andanda Rao Circle, S. C. Road,
Bangalore-9.

II PARTY

The Deputy General Manager,
Syndicate Bank,
Zonal Office, Punja Building,
Bollalbaugh,
Mangalore-3.

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/83/96/1R(B-II) dated 12-5-1997 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Syndicate Bank, Mangalore in voluntary retiring Shri Philip D'Souza from services w.e.f. 26-3-1994 is legal and justified? If not, to what relief the said workman is entitled to?"

2. The concerned workman in this dispute is Mr. Philip D'Souza. The General Secretary, Syndicate Bank Staff Association has espoused the cause of this Workman. This Workman was first appointed as an Attender to work at Hampanakatte Branch from 22-12-1980. He has absented himself from 2-11-1992 without prior sanction of leave. Later he sent an application dated 16-11-1992 enclosing a Medical Certificate from a Local Doctor requesting leave from 2-11-92 to 2-4-93. The II party sanctioned 73 days on privileged leave and 12 days of sick leave which covered upto 25-1-1993.

3. The workman has not reported for duty and he has continued to remain absent. Meanwhile he has been transferred to Bundar Branch vide Transfer Order dated 20-2-1993. Due to continuous absent the Order was sent to his residential Address under RPAD. The said letter was returned undelivered by the Postal Authorities with a Shara "Addressee going out of Station returned to Sender". Since the workman remained absent from 26-1-93 a communication was sent to report to the duty immediately and also give reasons for the absence. This letter was also returned unserved.

4. Later on 1-4-1993 he has sent a leave letter to grant leave from 1-4-1993 to 1-6-1993 and another application dated 1-6-1993 asking leave from 1-6-1993 to 31-10-1993. he has once again enclosed Medical Certificate of a local Doctor who has issued earlier Medical Certificate. The II party by a letter dated 19-7-1993 informed workman that the Certificate is not acceptable and he was directed to submit the Medical Certificate issued by a Doctor not below the Rank of Assistant Surgeon in Government Hospital. This letter which was sent by RPAD returned unserved with the Shara that addressee is not in Mangalore. He has reported to be left for Bombay. Thereafter the II party sent another letter 19-10-1993 advising the workman to rejoin duties immediately with his explanation regarding unauthorised absence. He was also directed to produce Medical Certificate and fitness certificate from the Assistant Surgeon, Government Hospital. This letter also returned unserved. He has neither reported for duty nor sent any intimation even subsequent to 31-10-93. Therefore the II party calculated the absent from 1-11-1993 which was exceeded 90 days and as such a Final notice dated 22-4-1994 was sent under RPAD asking him to report to duty within 30 days. This communication also returned unserved. Therefore the II party after waiting for 30 days passed an order of Voluntarily Retirement and his name was removed from the Rolls. He was advised to visit the Bank and settle the Retirement Benefits. This was sent by a Registered post and copy was also displayed in the concerned Branch.

5. The contention of the I party is that he was suffering from Spinal Cord Pain and therefore he was compelled to remain absent. It is his further contention he has sent necessary Leave application supported by the Medical Certificates and therefore the II party had no jurisdiction to invoke clause 17 of fifth Bi-partite Settlement to treat the workman as Voluntarily Retired.

6. The Branch Manager was examined as MW by the II party to justify the action taken by them. This witness has stated that this workman maintained irregular attendance. During 1992 he has sent a leave application Ex. M-1 along with a Medical Certificate Ex. M-2 for grant of leave from 2-11-1992 to 2-4-1993. Since there was inadequate leave at his credit. He has been granted 73 days privileged leave and 12 days sick leave on full pay. Thereafter this workman was transferred to Bundar Branch and he was relieved w.e.f. 22-7-1993. The Relieving Order and Transfer Order were sent to him under RPAD to the known address. The notice 2945 GI/99—9

returned unserved with a Shara that the Addressee is not residing and therefore returned to sender. Ex. M-7 is the returned cover. As the I party failed to report for duty another notice was issued as per Ex. M-8. Later this workman sent a leave application for 60 days from 1-4-1993 to 1-6-1993 enclosing a Medical Certificate of the same Doctor. He has once again sought leave from 1-6-1993 to 31-10-1993. The Bank advised him to get a Medical Certificate by the Assistant Surgeon of the Government Hospital but the said communication returned unserved. Thereafter the bank sent a final letter under Clause 17 as per Ex. M-17. It was also unserved as per Ex. M-18. Due to the failure of the workman to report for duty and also he has not sent any communication. The Deputy General Manager passed an Order treating this workman as Voluntarily Retired w.e.f. 26-2-94 as per Ex. M-19.

7. The evidence of this witness is not challenged by the Workman in the cross-examination.

8. The workman to justify the absence has relied on his leave applications and the Medical Certificate and according to his own saying he has visited the Bank on 6-3-1995 in the Bank where a representation also given as per Ex. M-21.

9. The assessment of both Oral and Documentary evidence discloses that this workman without getting a sanctioned leave remained absent unauthorisedly and later sent a leave application along with a Medical Certificate issued by a local Ayurvedic Petitioner. He has not cared to know the fate of his leave letter and he has not reported for duty or made any communication on 26-1-1993 as the leave was sanctioned only upto 25-1-1993. Even he has not made effort to know his transfer order to another branch at Mangalore. After letters he sends another leave application on 1-4-93 for 60 days leave which covered upto 1-6-1993. He has not made any efforts that the leave was not sanctioned from 26-1-1993 to 1-4-1993. Though this leave was not granted he sends another leave application on 1-6-1993 giving a certificate. But even after 31-10-1993 this workman has not reported for duty. The Bank with all diligence started sending notice after notice. He has not disputed the fact that the address to which notice are sent was not his address. In fact the Postman writes Sharas that the House people refused to reveal his whereabouts and they also refused to give his Bombay Address to Post Man. The conduct of this workman is abnoxious. Therefore the management left with no alternative to invoke clause 17 and therefore they issued a notice Ex. M-17. This notice also returned unserved that the addressee is not leaving in that village. The Management after waiting for 30 days, and after doing all efforts to serve the notice they proceeded to pass an Final Order Ex. M-19 treating this workman as Voluntarily Retired. Even after these this workman approached Bank by a Representation dated 6-3-1995 that is nearly 11 months after the Final Order.

10. The General Secretary representing the I party to support that the action of the II party is not justified has filed a written argument. Factually we are not able to find any incidents of bias for the Management to pass an order in bringing an end to the career of the I party.

11. The first citation relied by the I party is between Gaurishanker Vishwakarma and Eagle Spring Industries Private Limited, a Judgement of High Court of Bombay rendered by a Division Bench. It is a case of abandonment of service of workman. The Employer without giving notice to the workman and also without holding an enquiry for terminating his services on the ground of abandonment. Since the management failed to prove that the workman has abandoned the service, the learned Judges felt that it is not a case of abandonment as the employee has already put 6 to 7 years of service and therefore the Order of termination was held to be illegal.

12. The Second citation by the I party is the judgement of Allahabad High Court reported in 1997 ILR 390. This is a case where the certified standing order provided that if an employee remains absent for 15 consequent days without leave or without any information or sufficient reasons he will be deemed to have abandoned from the mills. The learned judge held that merely on the absence the employee is shall not be presumed to have abandoned the service and therefore initiation of the Disciplinary Action is necessary.

13. The last citation is in Union of India v/s. Dinanath Shantharam Karekar, reported in 1998 II LLJ (SC) 138. This case relates to service of charge sheet to a delinquent. Their Lordships held that a Registered Post returned with Postal endorsement as not found, cannot be legally treated to have been served. Even the publication in a Newspaper not shown to be popular in the area held to be not sufficient.

14. We are dealing to a question which constitutes Voluntary Retirement. Under clause 17 of the fifth Bi-partite Settlement which shows under what circumstances this clause can be invoked. This clause finds a place in Bi-partite Settlement accepted by the employer and the employee. Therefore it has a statutory value and binding under Section 18 of the Industrial Disputes Act.

15. On a plain nature reading of the clause, the Management are empowered to send notice to a known address while invoking this clause. There is no provision made for paper publication. What we have understood by this clause is that the workman has equally responsible for discharging his duties and if he fails to do so the Management can do what the clause envisaged and thereafter they can remove the name of the workman as voluntarily retired.

16. When a workman remains absent on Medical Certificate and refused to submit himself for medical examination by a District Surgeon it is clear that his intention is abandonment of service. We cannot import any other meaning other than what is stated now.

17. The Management as a responsible employer can legally send the notices to a address given by the workman and it is to much to impute that the management should go in search of this workman to serve the notice. Therefore the intentment of law is to take action in the manner recognised under law and nothing else.

18. Since this workman on his own conduct remained unauthorised absent for a period of more than one year, there is no justification to condone his action which is detrimental to the Honesty of the Bank.

19. Having regard to these facts and circumstances the following order is made.

ORDER

20. The II party are justified in treating this workman as Voluntarily Retired under Clause 17 of the fifth Bi-partite Settlement. The reference is answered accordingly.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1999

का.पा. 2952:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-99 को प्राप्त हुआ था।

[सं. एल-12012/253/91-आई आर (बी-II)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 21st September, 1999

S.O. 2952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the Industrial Dispute

between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 20-9-99.

[No. L-12012/253/91-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, the 3rd September, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 1/98

I PARTY

Mohammed Rafi A. Lakkundi,
S/o Abdul Hameed,
Resident of Mohin Plot,
Koulpet,
Hubli-580 028

II PARTY

The Asstt. General Manager,
Central Bank of India,
Regional Office,
Delibampeth,
Hubly-28

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/253/91-IR (B-II) dated 29-12-97 on the following schedule :

SCHEDULE

"Whether the action of the management of Central Bank of India in terminating the services of Shri Mohammed Rafi A. Lakkundi w.e.f. 10-1-84 is legal and justified? If not to what relief the said workman is entitled?"

2. The first party in the claim statement has contended that he has joined the services of the second party as a temporary sub-staff on 4-4-1983 and worked upto 14 days in a leave vacancy. It is his further contention he was directed to work in the sub-staff post on one Mr. Nabisab Lakkundi who retired from service on 20-6-83. According to him he was worked continuously as a sub-staff from 20-6-83 to 18-1-84. In spite of this he was directed not to attend the duty from 19-1-1984.

3. He has further contended that no notice was issued to him before his termination. The management appointed one Mr. Shivaputrappa Ghodke in the vacant post where he was working only to avoid the continuity of service of the first party. This amounts to unfair labour practice. He has given some more

names who said to have been engaging to work to the post he was held earlier again with the intention to deprive him.

4. It is his further contention that one Mr. S. A. Khandesh was appointed as a permanent sub-staff though he was junior to him. Therefore, there is a violation of the directions contained in Shastri Award and Bipartite Settlement. Therefore, he has prayed to declare the termination was illegal, to declare the appointment of new persons null and void and a direction to reinstate him with back wages and costs.

5. The second party in their written statement have contended that the dispute is not maintainable as there is no relationship of employer and employee as defined under section 2(5) of the Industrial Disputes Act. Therefore, the reference is not maintainable.

6. It is further contended that the first party was engaged as a daily wager as temporary sub-staff for a definite period during 1983-84. The terms and conditions stipulated that a daily wager will be engaged only in temporary vacancies created on account of absence of permanent sub-staff and as soon as the incumbent reports for work his engagement will cease automatically. Therefore, the first party has no right to claim regularisation even if he is empanelled, removal of his name does not amount to termination of service.

7. They have further contended that the second party offered the work to first party to work as a temporary sub-staff and he has worked totally 183 days. It is further contended that his services was dispensed with from 10-1-84 and the dispute raised during 1998 clearly establishes the laches committed by the first party therefore on this score alone the reference liable to be rejected.

8. It is lastly contended that the first party cannot seek regularisation as a matter of right as several principles are involved such as age, sponsorship from employment exchange etc.

9. This tribunal having found that the second party disputed the relationship of employer and employee has framed a preliminary issue as follows :—

“Whether the first party proves that he was a workman within the definition of Industrial Disputes Act?”

10. The second party to justify their action examined an officer of the bank as MW1. This witness has stated that the first party was working as a casual employee to work if there was leave vacancies or permanent staff. He has worked from 4-4-83 to 18-1-84 for a period of 183 days. Ex. M1 demonstrates this aspect of the matter and also the salary paid to him.

11. He has further stated that when this workman raised conciliation, the management took the contention that he was not a workman and there was no termination. This was accepted and the conciliation authorities refused to refer this dispute for adjudication. The first-party filed a writ petition and got a direction and therefore this reference is referred. It is

his further evidence the question of absorption was later considered by virtue of a circular Ex. M6 dated 12-3-91 and the employees of temporary service who worked for a continuous period of 240 days during the period 1-1-1982 to 31-12-1990 were considered for absorption.

12. In the cross-examination he has denied the fact that the first party was taken to work in a place where his father was working before his retirement. He has also admitted two persons were appointed permanently after 1984. He has also accepted some sub-staff were provided temporary work after 1984.

13. Against this evidence the first party has deposed that he was working in a vacancy of permanent sub-staff. He has not disputed the number of days he worked. He has accepted the fact that except this 183 days he has no material to show, he worked some more days during later period.

14. We have framed the additional issue which is required to be discharged by the first party. He has not laid any evidence to prove the preliminary issue. It is admitted that he has worked as a temporary sub-staff in the leave vacancies for about 183 days as shown in Ex. M1. Therefore, he cannot claim the status of an award staff due to the designation he was holding. He cannot also claim that his services should required to be terminated as retrenchment as he has not worked more than 183 days. Except the fact a writ petition filed by him was decided in the year 1997 due to that the Central Govt. has made this reference he has not placed material as to what action he has taken from the year 1984 till he raised a conciliation in the year 1989.

15. In the light of the undisputed facts narrated above, the first party failed to prove that he was a workman as defined under law and therefore, the dispute is not maintainable. Secondly he has also failed to prove that the stoppage of his engagement during 1984 amounts to retrenchment.

16. Having regard to these facts and circumstances the following order is made :—

ORDER

The reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1999

का.आ. 2953 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध निधियों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/354/93-आई.आर. (बी-11)]

सी. गंगाधरन, ग्रसर सचिव

New Delhi, the 21st September, 1999

S.O. 2953.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby Publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012/354/93-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 3rd September, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 29/94

I PARTY

Smt. Uma Bai Torvi,
C/o Dharwad District Bank Employees
Association, P.B. No. 18,
HUBLI-580 020.

II PARTY

The Deputy General Manager,
Syndicate Bank, Zonal
Office, Gandhinagar,
BANGALORE-560 009

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/354/93-IR(B-II) dated 24th March 1994 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Syndicate Bank, Bangalore in terminating the services of Smt. Uma Bai Torvi, Clerk with effect from 20-6-1993 is justified? If not, what relief is the said workman entitled to?"

2. The I party joined the services of the II party Bank at Navalgund Branch in Dharwad District as Clerk on 4th March 1985. After reporting for the duty she made an application for transfer to Bellary on the ground that her husband was working there. The Bank considered the application on humanitarian grounds and transferred her to Bellary vide Order dated 7-3-1985. She reported to work on 16-3-1985. Her services were confirmed on 4-9-1985. In the year 1990 the I party again made an application for transfer to Hubli on the ground that her husband had been transferred from Bellary to Hubli. Due to Administrative reasons II party rejected the application

for transfer. Since then the I party started absenting herself unauthorisedly from duties. The Modus Operandi was to remain absent, sent some Medical Certificates for the period subsequently, there after she joined for one or two days and again remained absent unauthorisedly. The details of unauthorised absence calculated by the II party is as follows :

From	To	No. of days
1	2	3
11-06-1990	10-07-1990	30
11-07-1990	31-12-1990	173
01-01-1991	25-08-1991	237
27-08-1991	31-12-1991	127
01-01-1992	06-08-1992	219
10-08-1992	31-12-1992	144
01-01-1993	28-01-1993	28
01-02-1993	13-05-1993	102
20-05-1993	20-06-1993	31
Total :		
11-06-1990	20-06-1993	1091

3. There was a series of correspondence between the Bank and the I party. The I party has sent number of Medical Certificates issued by various Doctors at Hubli to justify that she is absenting due to her ill health. Infact the Bank has referred her case to a Medical Board where they got the opinion that she is suffering from Chronic Duodonal Ulcer as evidenced under Ex. W-28.

4. The bank having found extremely difficult to run the Banking activities have infact issued Charge Sheet cum Show Cause notice dated 17-9-1991 (Ex. W-7) as a first measure to make the I party to realise her absence and report for duty. At this instance the II party pointed out her absentisms from 1-1-91 to 25-8-91. The total number of days she remained absent was 237. The conduct of the I party was taken as a misconduct under clause 19.12 (a) of Bi-partite settlement and they have issued a warning as punishment. But the I party continued her attitude to remain absent unauthorisedly and there after sending leave letters supported by Medical certificates.

5. On 10-12-1992 another Charge Sheet-cum-Show Cause Notice (Ex. W-19) was issued again drawing her reference to unauthorised absence from 18-9-91 to 6-8-92 for 324 days. She has called to offer the explanation within 7 days from the said notice. In her absence the proceedings on the conduct of the I party was conducted by the Deputy General Manager, Zonal Office, Bangalore. Once again the punishment of warning was imposed. The I party has filed an appeal but has not reported for duty.

6. Ultimately the Bank has issued a Registered Notice dated 6-4-1993 (Ex. W-41) under clause 17(c) of the fifth Bi-partite Settlement that if she fail to join to duty by submitting satisfactory explanation for the unauthorised absence she will be deemed to have voluntarily retired from the Bank on or before 15-5-93. The I party sent a reply as per Ex. W-42 dated 14-5-1993 that she is remaining absent on Medical ground and she would be reporting for duty before Office hours. After reporting for duty for a day or two she again remained absent continuously. Therefore the Bank has issued a charge sheet dated 12-6-1993 Ex. W-47 incorporating there on the number of days she remained absent from 1990-93. She has acknowledged the letter under Ex. W-48 and requested 30 days time to submit her explanation. On 5-7-1993 under Ex. W-49 she has submitted another leave application for 45 days from 5-7-93 as she has not recovered from Ulcer. The Bank has once again accepted her plea under Ex. W-51 dated 29-6-1993 and considered as a Special case they have granted time upto 10-7-1993 to submit her application to the Charge Sheet Ex. W-47. Ultimately by a letter dated 3-7-1993 (Ex. W-52) she has been intimated that her name is struck off from the rolls of the Bank w.e.f. 20-6-1993 in terms of Para 17(a) of the Bi-partite settlement dated 10-4-1989. Her prayer for reinstatement in subsequent letters were not considered by the Bank. Later she raised a dispute before the Assistant Labour Commissioner, Mangalore.

7. The facts narrated above are undisputed. The I party started unauthorised absence immediately after her application for transfer to Hubli was not considered by the II party. She has filed Medical Certificates issued by several doctors including the doctors from KMC hospital, Hubli. The diagnosis was Chronic Ulcer.

8. Sri PSS the learned Advocate for the II party has submitted that the I party was wantonly absented to bring pressure on the management to transfer her to Hubli after her application was rejected. The learned advocate further submitted that prior to rejection of her application she has worked almost 4 to 5 years at Bellary and at no point of time she complained of this Chronic Ulcer and remained absent on that basis. Therefore the contention of the I party cannot be taken into consideration and the management are justified in removing her name from the rolls of the Bank under Clause 17 of the Bi-partite Settlement.

9. Against this submission Sri M. Rama Rao, an authorised representative has submitted that the Bank cannot invoke Clause 17 of the Bi-partite settlement as the same is not applicable to the facts and circumstances of this case. He has further submitted that the striking of the name of the I party from the rolls of the Bank amounted to termination. Since the I party was a permanent employees of the Bank without complying to the statutory provisions contained under Clause 25F of the Industrial Disputes Act the termination is invalid as it amounts to retrenchment.

10. The parties have not given their evidence on oath to justify their stand. All the Documents produced in this dispute were marked as Exhibits by consent. Therefore this case required to be decided on the merits of the pleadings with connected documents.

11. Admittedly the I party remained absent on Medical ground from 11-6-1990 to 20-6-1993 for 1091 days. The number of days she remained at a stretch come to maximum days of 237 days.

12. She has produced Medical Certificate dated 28-12-90 from Dr. Mahabal Shetty advising her rest from 24-6-90 to 31-12-90. She produced another certificate issued by Surgeon KMC, Hubli from 21-8-1991 wherein she was advised to take rest for 8 months rest from 1-1-1991. Yet she again produced another certificate from KMC, Hubli dated 28-1-1993 stating that she was fit to join for duty months rest from 1-1-1991. Yet she again for taking rest for one week from 29-1-1993. Another certificate from Health Department dated 5-7-92 to rest from 27-8-1991 to 7-8-1992, she has produced one more certificate from the same department dated 21-12-1992 advising rest for 6 months from 10-8-1992. A Medical Certificate dated 30-12-1992 from R. B. Mugadur was produced wherein the Doctor advised for regular treatment. She has produced another certificate from KMC, Hubli dated 13-5-1993 that she is fit to resume duty from 14-5-1993. One more certificate from KMC, Hubli was produced another Medical Certificate that she is unfit for resuming duty for 102 days from 1-2-1993, she has also managed to produce another certificate from KMC, Hubli dated 20-5-93 advising her rest from that day.

13. The facts narrated above are undisputed. The authorised Representative, shortly A. R. has submitted that the II party are legally unjustified in invoking clause 17 of the Bi-partite Settlement to treat the I party as Voluntarily Retired. The learned A. R. also filed up Written Arguments to justify several contentions raised by him. But she was not able to avoid the temptation in making averments at para 3 of his written arguments which relates to the transfer applications filed by the I party. We cannot give any finding on this point as the reference is very simple which requires an adjudication on the question of termination.

14. The I party used to remain absent for longer periods on the strength of the Medical Certificates ranging from Hundreds of days and in two instances 219 days and 237 days.

15. Clause 17 of the Bi-partite settlement empowers the management if any employer remains absent for a period of 90 or more days without any application for leave to issue a notice calling upon the employee to report for duty within 30 days from the receipt of the notice and to give a satisfactory explanation. If the Statutory conditions are not obeyed by the employee the bank is empowered to treat the employee as voluntarily retired. This a pure and simple interpretation that can be made. The learned AR in support of the contention that clause 17 cannot be invoked is relied on a Judgement of our Ow High Court in S. Sai Babu v/s. State Bank of India reported in I.L.R 1999 KAR 1306.

16. In this decision a workman undergone treatment from 25-8-1988 to 15-7-1989 due to back pain.

He has put up 18 years of service. He was an in-patient in JB National Hospital, Hyderabad, he was also infected by Malaria. He also suffered from Chronic Appendicitis. Ultimately he has undergone Operation on 17-5-1989. In this situation he has been transferred from Bidar Branch to Humanabad Branch. He has not reported for duty immediately due to his illness. He has reported to duty on 15-10-1990 and worked upto 5-11-1990. He developed temerature and on the advise of the Doctor he has sent leave application on 5-11-1990 to the Regional Manager, Hubli through Humanabad Branch. He has received a notice on 18-12-1990 asking him to report for duty and give explanation for his absence. It is the case of the Petitioner that the Management made allegations that he did not report for duty in response to previous notice dated 3-10-1990 even though he worked upto 5-11-1990. To substantiate his illness during December 1990 he has sent Telegrams, letters. The Bank did not refuse leave from 5-11-1990 to 15-6-1991.

17. On these facts and circumstances, a learned Single Judge held that the Order passed by the Management invoking Clause 17(a) is a Malafide exercise of powers.

18. The true intentment behind clause 17 is to prevent a Workman to remain absent unauthorisedly for a continuous period of 80 days or more. If such an event took place, there will be disruption of work and it will be a difficult task for the concerned branch to attend day-to-day work as it is being a financial institution. But it does not mean that the principle contained under clause 17 is not exercisable in case of unauthorised absence by sending Medical Certificates. The term unauthorised absence may be defined as an absent which is not authorised by the Management. If the leave letters or Medical Certificates is not accepted by the Management the obvious conclusion is that the leave or permission is not granted. Therefore in this situation there is no impediment for the Management to exercise their power under clause 17 of the Act. Various rules and procedures are made in respect of conditions of service to see that the work should be properly conducted and an employee was abide by the rules applicable to him.

19. Here is a case that the I party by a Clamfloguc of sickness has violated the very principles of leave rules only with an object that the management has not considered her transfer application. In this circumstances the management has no other alternative except to take some steps as a misconduct. Infact they have issued two charges but it has not made any effect on the I party. The I party also not entered the witness box to justify her absentism which should have passed the test of cross-examination. If everybody is allowed to cause such inconvenience, to the Bank with unproved Medical Certificates, there is no end and the law will become a Mockery.

20. Therefore I cannot accept the submission of AR that removing her name from the rolls of the Bank amounts to retrenchment as it was held in Upron India Limited v/s Shammi Bhai and another, 1998 LLR 388 (SC).

21. Clause 17 is a settlement that was agreed between the employer and employees of Banking Institutions. It will have a binding nature under Section 18 of the Industrial Disputes Act, 1947.

22. Therefore reference sent to this Tribunal to justify the termination is a Misnomer. The point of reference should have been justifying by the II party to treat I party as voluntarily retired from service.

23. Having regard to these facts and circumstances, the Bonafide of the I party that she remained absent on Medical grounds cannot be accepted at all. In the result I make the following order.

ORDER

24. The II party are justified in terminating the services of the I party. The reference is answered accordingly.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1999

का.आ. 2954 :-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व्हील एंड एक्सल प्लांट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-9-1999 को प्राप्त हुआ था।

[सं. एन-41011/109/90-आई.आर. (बी-)]

जी. रॉय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Wheel and Axle Plant and their workman, which was received by the Central Government on 20-9-1999.

[No. L-41011/109/90-IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 10-9-1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 28/97

I PARTY

B. Rajendra, S/o
Byrappa,
aged about 30 years,
residing at Dodda Kallasandra,
Kannakurta Road,
Bangalore-560062.

II PARTY

The Management of M/s. Wheel and Axle Plant, represented by its General Manager, Ministry of Railways, Yelahanka, Bangalore-560064.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947, has referred this dispute vide order No. L-41012/109/93-IRBI dated 16-3-1995 on the following schedule :

SCHEDULE

"Whether the action on the part of the Management of Wheel and Axle Plant in terminating the service of Shri B. Rajendra from 24-4-91 is justified? If not, to what relief the workman is entitled to?"

2. The first party was appointed as a Probationary Khalasi in Civil Engineering Branch of the second party w.e.f. 18-7-89. As per the terms and conditions the first party shall undergo probation for a period of two years. His retention service was subject to his satisfactory working during the period of said probation. On his request he was posted on the shop floor of the plant. Having found the suitability he was posted to Mechanical Shop Floor w.e.f. 26-6-90.

3. The first party further contended that the employees of this undertaking have struck work and they resorted to strike. According to the first party he was not allowed to enter the factory by this striking workmen. There was also no proper protection to enter the factory. When this being the case without any intimation his service was terminated and no enquiry was also conducted therefore, there is violation of principles of natural justice and fair play. Therefore, the first party prayed for setting aside the order of termination and to direct the second party to take him for service with full back wages and other benefits. It is also his contention that the punishment is dis-proportionate to the gravity of the alleged misconduct said to have committed by him.

4. The second party in their counter statement have alleged that the first party remained absent from duties unauthorisedly and also participated in the illegal strike from 15-3-1991. Since he has violated the terms of the appointment during probationary period, necessary notices are issued to him to resume the duty. Since he has failed to attend the duty, he has been terminated from service as he has not completed his probationary period satisfactorily.

5. However, the second party contended in para 9 and 10 of the Counter Statement that the services of 118 probationers were terminated but considering the mercy appeals almost all the probationers are provided the work except 7 to 8 probationers and the first party is one among them. According to them his explanation is not reasonable.

6. Initially we have not framed any additional issues in view of the limited questions involved and directed the second party to justify his action.

7. The second party examined Sr. Personnel Officer to justify their action. After narrating the manner of appointment this witness has stated that the first party remained absent unauthorisedly from 15-3-91. Therefore the management issued a notice dated 18-4-91 as per Ex. M1. A specific instruction was given to report for duty on or before 22-4-91. Since he has not reported for duty and also due to the fact the registered cover returned with Shara 'refused'. Another notice Ex. M5 dated 24-4-91 was sent under RPAD. This notice also returned unserved as 'refused'. Therefore, his services are terminated.

8. In the cross examination this witness has admitted that some of the workmen were doing the strike from 15-3-91 to 22-5-91. He has stated his ignorance that the striking workers were preventing the other workmen to attend the duty. He has also admitted altogether 125 persons were appointed as probationers.

9. The first party in his evidence has stated that during the strike period he was prevented to enter the factory and since there was no police protection, the probationers have not attend the work during the strike period. After strike was over he along with other probationers reported for duty. The management insisted to give mercy petitions for consideration. Such petitions given by all the probationers. The management allowed the work now and then. He was not provided work though he approached the management for a period of six months and then they have stated that the job cannot be provided to him. He has also further stated that he has not received any notice as spoken by MW1.

10. In the cross examination the relevant answer elicited by the learned advocate for the second party is that there was no impediment for him to send a letter to the management as it regards to the obstruction made by the striking workers attempted to enter the factory.

11. The contention of Shri R. Daiveekan, the learned advocate for the second party is that the first party has violated the conditions of service laid down in Ex. M3 and therefore the management obliged to remove him from service. Against this submission Shri KVS. learned advocate for the first party has submitted that there is absolutely no material that this workman violated the conditions of service voluntarily and remained absent during the period in question. According to the learned advocate he has been prevented by the striking workers and therefore, he had no guts to enter the factory so also the other probationers. The further submission of the learned advocate, that the management while considering the mercy petitions of other probationers favourably, Rejection of the mercy petition of the first party is a clear case of unfair labour practice and therefore, the first party was victimised by the management.

12. There is considerable force in the submission of the learned advocate for the first party. The conduct of the first party in remaining absent during that strike period along with other probationers was due to threat of the striking workers. One cannot permitted to say that in that circumstances a person should give up law for his dear life and make an adventure to oppose the striking workers to enter the factory as a loyal worker. This is uncalled for. The addresses that was written on two registered covers are inadequate as the address will not represent the address noted by the management which is reflected in Ex. M3, the order of appointment. These two covers returned to the sender with a Shara 'Refused'. When the address is not correct how the postal authorities can write refusal shara on the registered covers. Admittedly Ex. M1 dated 18-4-91 which said to have been returned with a postal shara 'refused'. The another letter is Ex. M5 dated 24-4-91 wherein the management passed an order of termination to take effect immediately upon the expiry of one month from the date of service of the order. This order also not served and there is a shara 'refused' and returned to the sender. This shara is dated 25-4-91. If the letter itself is dated 24-4-91 how such shara can be made on the registered cover. Similarly the show cause notice said to have been sent is dated 10-3-1991. There is no material whether this notice is served or not. Therefore, the contention of the first party that these endorsements by the postal authorities are not a genuine endorsement is required to be accepted.

13. The conduct of the second party in accepting mercy petition of majority of the Probationers and rejecting the mercy petition of this workman is a clear case of unfair labour practice as defined in the 5th schedule of the Industrial Disputes Act, 1947. This amounts to dismissing of a workman not in good faith but in the colourable exercise of employer's rights.

14. Therefore, there is no impediment to hold that the termination of this workman is not justified. The second party also not given their reasons why they are declining to accept the mercy petition of the first party. However, having regard

to the peculiar circumstances of this dispute the following order is made :—

ORDER

The second party are directed to reinstate the first party to the post he was holding during the period of probation and he shall be allowed to complete the remaining period of probation after his reinstatement. Though the first party is entitled to claim back wages due to the reasons discussed in the body of this award, we keep in mind the overall circumstances of this case is not burdening the second party with any financial commitment. This is also due to the fact that there shall be good relation between the first party and management.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1999

का.आ. 2955:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एयर इंडिया लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं.-1), मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-11012/90/98-आई.आर. (सी-I)]

जी. राय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2955.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. I), Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India Ltd. and their workman, which was received by the Central Government on 20-9-1999.

[No. L-11012/90/98-IR(C-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer.
Reference CGIT, No. 1/31 of 1999

PARTIES :

Employers in relation to the management of
M/s. Air India Limited.

Vs.

Their Workmen.

APPEARANCES :

For the Management.—Mrs. P. A. Kulkarni,
Advocate.

For the Workmen.—No appearance.

STATE : Maharashtra.

Mumbai, dated the 7th day of September, 1999

AWARD

The Central Government has referred the following dispute of its order dated 18-5-1999 for adjudication by this Tribunal :—

1. क्या यूनाइटेड लेबर यूनियन की मांग कि ऐसे सफाई कर्मकार जिन्हें उच्चतम न्यायालय के निर्णय दिनांक 6-12-96 के अन्तर्गत नियमित किया गया था, के लिये 5 दिवसीय कार्य सप्ताह लागू किया जाये, मान्य एवं उचित है यदि हाँ तो इस संबंध क्या निर्देश आवश्यक हैं?

2. क्या यूनाइटेड लेबर यूनियन की मांग कि ऐसे सफाई कर्मकारी जिन्हें उच्चतम न्यायालय के निर्णय दिनांक 6-12-96 के अन्तर्गत नियमित किया गया था को 1-7-96 से पर्सोनिम लिफ्ट इंसैटिव दिये जायें, उचित एवं मान्य है ?

3. क्या उच्चतम न्यायालय के निर्णय दिनांक 6-12-96 के अन्तर्गत दिये गये बकाया में से काटे गये अधिक आय कर की वापसी की मांग उचित एवं न्याय-निर्णय है? यदि हाँ तो इस संबंध में क्या निर्देश दिये जाने आवश्यक हैं ?

The workmen (Union) did not file any Statement of Claim on 16-8-1999. The case was adjourned to 7-9-1999. On 7-9-1999 again the Union is neither present nor filed any Statement of Claim. Mrs. P. A. Kulkarni, Advocate is present for the Management on 7-9-1999. Hence it appears that the Union is not interested in contesting the reference. In the result, an award is passed in favour of the management. Reference is disposed off.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1999

का.आ. 2956:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मारवाड़ ग्रामीण बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/52/99-आई.आर. (बी-I)]

जी. राय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2956.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of Marwar Gramin Bank and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012/52/99-IR(B-I)]
G. ROY, Desk Officer

अनबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर
केस सं. : सीआईटी/जे-9/99

विज्ञप्ति संख्या एल-12012/52/99-आईआर (बी-1)

श्री नंद किशोर रिनवा, पुत्र श्री गनपत लाल रिनवा,
विलेज एण्ड पोस्ट-बर (जिला-पाली)

श्री कोजाराम खुरखुरिया, पुत्र श्री स्वरूप राम,
विलेज एण्ड पोस्ट-सिलगांव, बाया खजवाना (जिला-नागपुर)

मारवाड़ ग्रामीण बैंक एम्प्लॉईज यूनियन, पाली जरिए
सचिव-दयाराम जाट पुत्र श्री सोनाराम,

गांव-गोदपुरिया, पोस्ट-झिनवा, जिला-पाली

बनाम

मारवाड़ ग्रामीण बैंक,

प्रधान कार्यालय, पाली (राजस्थान)

उपस्थित—श्रमिकगण एवं यूनियन की ओर से—कोई नहीं

अप्राप्ति की ओर से—श्री एच. सी. छाबड़ा, एडवोकेट

पंचाट की तारीख—10-08-1999

पंचाट

केन्द्रीय सरकार के द्वारा उक्त विज्ञप्ति के जरिए
निम्न विवाद न्याय निर्णयार्थ इस अधिकरण को निर्देशित
किया गया है —

"Whether the demand of the workmen S/Sh. (1) Nand Kishore Rinwa, (2) Koj Ram Khurkhuria and (3) Marwar Gramin Bank employees Union, Pali through its Secretary Daya Ram Jat for order or direction the equation of the posts of senior Clerk cum Cashier of the Regional Rural Bank (RRBs) to the post of the Clerk cum Cashier/Clerk of the sponsored banks and fitments of the petitioner No. 1 and 2 and members of the petitioner No. 3 on the lower cadre and in lower pay be declared null and void as if it was never done, is legal, justifiable and maintainable? If so, to what relief the concerned workmen are entitled?"

निर्देश आदेश दिनांक 2-6-99 को प्राप्त हुआ था, जिसके अनुसार श्रमिकगण नंद किशोर रिनवा, कोजाराम खुरखुरिया, एवं मारवाड़ ग्रामीण बैंक एम्प्लॉईज यूनियन, पाली को निर्देश आदेश प्राप्ति के 15 दिवस के भीतर स्टेटमेंट आफ क्लेम प्रस्तुत करना था, परन्तु स्टेटमेंट आफ क्लेम प्रस्तुत नहीं किया गया, उक्त श्रमिकगण एवं यूनियन के सचिव को रजिस्टर्ड नोटिस भेजा गया कि वे तारीख 1-7-99 को स्टेटमेंट आफ क्लेम प्रस्तुत करें दिनांक 2945-GI/99-10.

1-7-99 को कोजाराम उपस्थित आये, जिसने यूनियन की ओर से भी अधिकार पत्र प्रस्तुत किया, उसने स्टेटमेंट आफ क्लेम प्रस्तुत करने के लिये समय चाहा व स्टेटमेंट आफ क्लेम प्रस्तुत किये जाने हेतु तारीख 15-7-99 नियत की गई, नंद किशोर रिनवा का नोटिस बाद तामील न लौटने के कारण उसे पुनः नोटिस जारी किया गया कि वह आगामी तारीख 15-7-99 को स्टेटमेंट आफ क्लेम प्रस्तुत करें। दिनांक 15-7-99 को यूनियन की ओर से श्री आर.सी. जैन उपस्थित आये व उन्होंने क्लेम प्रस्तुत करने के लिये समय चाहा, जिस पर दिनांक 29-7-99 क्लेम प्रस्तुत करने हेतु तारीख नियत की गई, नंद किशोर रिनवा पर नोटिस की तामील न होने के कारण उसे पुनः नोटिस जारी किया गया कि वह दिनांक 29-7-99 को स्टेटमेंट आफ क्लेम प्रस्तुत करें, दिनांक 29-7-99 को यूनियन की ओर से श्री आर.सी. जैन उपस्थित आये, नंद किशोर रिनवा पर भी नोटिस की तामील हो गई परन्तु बावजूब तामील नोटिस के वह उपस्थित नहीं आये न स्टेटमेंट आफ क्लेम प्रस्तुत किया, कोजाराम की ओर से भी स्टेटमेंट आफ क्लेम प्रस्तुत नहीं किया गया, यूनियन की ओर से श्री आर.सी. जैन ने स्टेटमेंट आफ क्लेम प्रस्तुत किये जाने हेतु एक ओर अवसर चाहा, अवसर देते हुए स्टेटमेंट आफ क्लेम प्रस्तुत किये जाने हेतु तारीख 10-8-99 नियत की गई, आज दिनांक 10-8-99 को कोजाराम, नंद किशोर रिनवा एवं यूनियन की ओर से कोई उपस्थित नहीं आये व स्टेटमेंट आफ क्लेम प्रस्तुत किया गया, जिससे ऐसा प्रकट होता है कि श्रमिकगण एवं यूनियन की क्लेम प्रस्तुत करने में कोई रुबि नहीं है, उक्त परिस्थितियों में विवाद रहित पंचाट पारित किया जाता है, पंचाट की प्रतिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम, 1947 को धारा 17(1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाये।

ह./-

(पीठासीन अधिकारी)

नई दिल्ली, 21 सितम्बर, 1999

का.आ. 2957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इण्डिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अग्रिम में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-9-1999 को प्राप्त हुआ था।

[सं. एल-12012/62/96-आईआर (बी-1)]
जी. रॉय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2957.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of

the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012/62/96-IR(B-I)]
G. ROY, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

केस नं.—सी.आई.टी./बी-29/97

विशक्ति संख्या—एल-12012/62/96-आईआर(बी)

श्री बदरीलाल काबरा मार्फत रामचन्द्र काबरा,

खुम्बा नगर, के-4, हाउसिंग बोर्ड, चित्तौड़गढ़ (राज.)

बनाम

दी मैनेजमेंट

स्टेट बैंक आफ इंडिया,

शाख—चित्तौड़गढ़ (राज.)

उपस्थित—प्रार्थी की ओर से—कोई नहीं

अप्रार्थी की ओर से—कोई नहीं

पंचाट तारीख 29-7-99

पंचाट

केन्द्रीय सरकार के द्वारा उक्त विशक्ति के जरिए निम्न विवाद न्याय निर्णायक इस अधिकरण को निर्वेशित किया गया है —

“Whether Shri Badri Lal Kabra S/o Ramchandra Kumbha Nagar, Chittorgarh was an agency by contract or he was a employee of Bank of India Branch, Chittorgarh? If he is held to be an employee of the Bank management whether the action of the management of SBI in terminating the services of Shri Badri Lal Kabra is legal and justified? If not to what relief Shri Badri Lal Kabra is entitled to?”

प्रकरण दर्ज किया गया, पक्षकारों को नोटिस जारी किये किये गये, बदरीलाल काबरा ने प्रार्थना पत्र प्रस्तुत किया कि उक्त विशक्ति के जरिए वर्णित विवाद औद्योगिक अधिकरण, उदयपुर(राज.) को न्याय निर्णायक प्रेषित किया गया है, निर्वेशित आदेश की प्रतिलिपि साथ में प्रस्तुत की गई बिपक्षी बैंक की ओर से प्रार्थना प्रस्तुत किया गया कि उक्त विवाद औद्योगिक अधिकरण, उदयपुर के समक्ष विचाराधीन है अतः इस प्रकरण की पत्रावली उदयपुर भिजवाई जावे अथवा कार्यवाही समाप्त की जावे।

डैस्क अधिकारी को इस स्थिति को स्पष्ट करने वाक्य पत्र लिखा गया, परन्तु जवाब आज दिनांक तक प्राप्त नहीं हुआ है, आदेश निर्वेशों की प्रतिलिपियों के अवलोकन से स्पष्ट है कि एक ही विवाद को न्याय निर्णायक हेतु औद्योगिक अधिकरण, उदयपुर एवं केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर को प्रेषित किया गया है, चूँकि उक्त

विवाद न्याय निर्णायक हेतु औद्योगिक अधिकरण, उदयपुर को प्रेषित किया जा चुका है इसलिये पुनः उसी विवाद को इस अधिकरण को न्याय निर्णायक हेतु प्रेषित नहीं किया जा सकता, ऐसी दशा में आदेश निर्वेश गोपनीय न होने के कारण खारिज किया जाता है।

ह./-

(पीठासीन अधिकारी)

नई दिल्ली, 21 सितम्बर, 1999

का.आ. 2958.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/90/96-आईआर (बी-I)]

जी. रॉय, डैस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2958.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012/90/96-IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 88 of 1997

PARTIES :

Employers in relation to the management of State Bank of India, Ranchi, and their workmen.

APPEARANCES :

On behalf of the employers.—None.

On behalf of the workmen.—None.

STATE : Bihar.

INDUSTRY : Banking.

Dated, Dhanbad, the 6th Sept., 1999.

AWARD

बनाम

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/90/96-I.R.(B), dated, the 5th August, 1997.

SCHEDULE

"Whether the action of Management of State Bank of India, Ranchi in terminating the service of Sri Ali Mohammad without observing the Mandatory provisions of Section 25-F and refusing to get him back in the employment was proper and justified? If not, to what relief the concerned workman is entitled to?"

2. In this reference none of the parties appeared before this Tribunal nor took any steps. The reference is pending since 1997 and it is of no use to drag the same any more. Under the circumstances, a 'No dispute' Award is being rendered and the reference is disposed of on 'No dispute' Award basis presuming that presently the parties are not interested to proceed further with the dispute.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 21 सितम्बर 1999

का.आ. 2559:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ बीकानेर के प्रबंधन के संबंध में निम्नलिखित विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/125/97-आईआर (बी-1)]

जी. रॉय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2959.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012/125/97-IR(B-I)]

G. ROY, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

केस नं०-जे-7/99

विशक्ति संख्या :—एल-12012/125/97-आईआर (बी. 1)

श्री रामकरण, पुत्र श्री दुसीराम,

द्वारा जनरल सेक्रेटरी, हिन्दू मजदूर सभा,

कोटा

रीजनल मैनेजर,

स्टेट बैंक आफ बीकानेर एण्ड जयपुर,

कोटा (राजस्थान)

उपस्थित—प्रार्थी की ओर से —कोई नहीं

अप्रार्थी की ओर से —कोई नहीं

पंचाट तारीख—2-8-99

पंचाट

केन्द्रीय सरकार के द्वारा उक्त विशक्ति के जरिए निम्न विवाद न्याय निर्णयार्थ इस अधिकरण को निर्देशित किया गया है—

"Whether the action of the management of State Bank of Bikaner and Jaipur in not allowing Sh. Ramkaran, S/o Shri Duli Ram to continue his employment with them w.e.f. 19-2-1996 is legal and justified? If not, to what relief the said workman is entitled?"

निर्देश आदेश दिनांक 12-2-99 को प्राप्त हुआ था, जिसके अनुसार श्रमिक की ओर से निर्देश आदेश की प्राप्ति के 15 दिन के अन्दर स्टेटमेंट ऑफ क्लेम प्रस्तुत करना था परन्तु स्टेटमेंट ऑफ क्लेम प्रस्तुत नहीं किया गया। श्रमिक को रजिस्टर्ड पत्र के जरिए नोटिस दिया गया कि वह दिनांक 1-7-99 को स्टेटमेंट ऑफ क्लेम प्रस्तुत करे। दिनांक 1-7-99 को श्रमिक के अधिवक्ता श्री दीपक गोयल द्वारा अधिकार पत्र एवं स्टेटमेंट ऑफ क्लेम प्रस्तुत करने के लिए समय चाहा गया, जिस पर दिनांक 15-7-99 तक स्टेटमेंट ऑफ क्लेम प्रस्तुत किये जाने हेतु तारीख नियत की गई। दिनांक 15-7-99 को पुनः श्री गोयल ने अधिकार पत्र व स्टेटमेंट ऑफ क्लेम प्रस्तुत करने के लिए समय चाहा, जिस पर एक ओर अक्सर स्टेटमेंट ऑफ क्लेम प्रस्तुत करने के लिए दिया गया एवं दिनांक 2-8-99 स्टेटमेंट ऑफ क्लेम प्रस्तुत किये जाने हेतु नियत की गई। आज दिनांक 2-8-99 को न तो श्री दीपक गोयल, अधिवक्ता प्रार्थी की ओर से उपस्थित आये न स्टेटमेंट ऑफ क्लेम प्रस्तुत किया जिससे ऐसा प्रकट होता है कि श्रमिक की स्टेटमेंट ऑफ क्लेम प्रस्तुत करने में कोई रुचि नहीं है एवं ऐसा अनुमान लगाया जाता है कि पक्षकारों के बीच विवाद नहीं रहा है उक्त परिस्थितियों में विवाद रहित पंचाट पारित किया जाता है, पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम, 1947 की धारा 17(1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह०/-

(पीठासीन अधिकारी)

नई दिल्ली, 21 सितम्बर, 1999

का०आ० 2960:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मालाप्रभा ग्रामीण बैंक के प्रबंधन के संबंध

नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/142/91-आई आर. (बी-1)]

बी० रॉय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2960.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Malaprabha Gramina Bank and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012/142/91-IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 9-9-1999

PRESENT :

JUSTICE R. RAMAKRISHNA, Presiding Officer
C.R. NO. 41/91

I PARTY

B. S. Havanagi,
Represented by the General
Secretary,
Malaprabha Gramina Bank
Employees' Association,
No. 18, Hotel Tourist,
Dharwad.

II PARTY

The Chairman,
Malaprabha Gramina Bank
Head Office,
Post Box. No. 111,
Mruthyunjaya Nagar,
Dharwad-580-008

AWARD

1. The Central Government by exercising the powers conferred by clause(d) of sub-section(1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/142/91-IR. B.III dated 27-6-91 on the following schedule :

SCHEDULE

"Whether the management of Malaprabha Gramina Bank is justified in dispensing with the services of Shri B. S. Havanagi w.e.f. September, 1988 ? If not, to what relief the workman is entitled to ?"

2. The first party joined the services of the second party as Part-time Messenger-cum-Sweeper at Herur Branch in August, 1984. His services are abruptly stopped w.e.f. 20-9-1988. The first party was corresponding to know the reason to stop him from work and also made appeals to provide him work. He has also requested the Chairman of the second party bank. Later the second party sent a charge sheet on 24-2-89 (Ex. M2) which contained 2 charges as follows :—

"It is reported against you as under :—

- I. That you have insisted and accepted an illegal gratification of Rs. 350 from Shri Bhirendra, Vadiraj Kulkarni of Herur Village stating that you will influence the Bank and get his crop loan application sanctioned.

Your above action of insisting and accepting illegal gratification amounts of misutilising your association with the Bank as Part time Messenger-cum-sweeper, of the Branch, causing pecuniary loss to the customer and grave damage to the image of the Bank.

- II. That our Herur branch has sanctioned a loan under OSL 53/85 of Rs. 1500 to Kumar. Ravindra Shivabecappa Havanagi, your younger brother.

In this regard, it is alleged that Kumar Ravindra Shivabecappa Havanagi was a minor at the time of this transaction. Further, it is also alleged that the loan proceeds was fraudulently utilised by you and the same was not utilised for the purpose for which it was sanctioned.

By your above action you have prayed fraud with the bank by utilising the Bank's money. You are, therefore, hereby called upon to submit your explanation as to why your services as part-time Messenger-cum-Sweeper shall not be dispensed with. Your explanation shall be reach us within 7 days of receipt of this letter".

3. The first party in his reply Ex. M3 dated 5-3-89 emphatically denied the allegations made in the charge sheet. The second party having dissatisfied with the reply have decided to conduct a domestic enquiry by appointing MW1 as an Enquiry Officer. The enquiry commenced on 29-5-89 and concluded on 10-7-89. The management examined one witness and the workman examined one witness. The Enquiry Officer gave a finding against the workman on both charges. The disciplinary authority accepted the findings and passed an order of removal from service. This workman being dis-satisfied with the action of the management has raised an Industrial Dispute and subsequently this reference is made.

4. Initially we gave a finding on the validity of DE after appreciating the evidence of Enquiry Officer and the workman, this tribunal held by its order dated 12-9-98 that the enquiry was in accordance with law. After giving this finding the case is posted to hear arguments on merits. Generally the arguments that required to be heard after giving a finding on the validity of DE in favour of the management, would be to find out whether there was any perver-

sity in the findings of the Enquiry Officer and the disciplinary authority justified in accepting the said finding, whether the management removed the services of the workman as a measure of victimisation which is nothing but unfair labour practice.

5. Shri Ganapathi Hegde, the learned advocate for the workman has submitted that the report of the Enquiry Officer is a perverse order as the enquiry officer proceeded to give a finding against the workman, as it relates to charge No. 1 on an un rebutted evidence of MW1 and as it relates to Charge No. 2 without examining any witnesses he has formed an opinion by himself which is not only against the principles of evidence act and also against the principles of natural justice.

6. As against this submission Smt. Sarvamangala, the learned advocate for the second party has contended that the evidence of MW1 prima facie proved that the first party has indulged in demanding and taking bribe by a customer and therefore, it cannot be held that evidence is insufficient. As it regards to the second charge, the contention of the learned advocate is that the enquiry officer reached his conclusion on the basis of the documents placed before him and therefore, in a domestic enquiry it is sufficient to reach a conclusion of the charge having proved.

7. On both Counts the first party is bound to succeed for the following reasons :—

“It is true that once we held that the domestic enquiry was fair and proper we have to accept the report of the Enquiry Officer is properly made unless it is shown that it is a perverse order. To this extent the party is entitled to make his submission to the court. When such plea was raised, the tribunal should objectively examine the situation. It is not re-appraisal of evidence as it wrongly understood but it is only an effort to find out that a perverse order should not be made use to deprive the right of a workman. The general trend is that once an enquiry is found to be fair the matter is closed once for all. It is misnomer.”

8. According to Ex. M2, the date of the alleged offences said to have committed by this workman is not given. Therefore, the very charge sheet is defective and not even a genius can give proper explanation to such charges. In the course of the evidence the management made out, a case that the first party is committed first charge on August 1986. As it regard to the second charge the allegation relates to a loan granted to one of the brother of the first party during 1985.

9. Admittedly the first was working as a part-time Messenger-cum-sweeper. He had no direct access to any transaction of the bank. MW1 seems to be a landlord who applied for crop loan for Rs. 5,000 during 1986. According to his complaint all the papers were in the custody of field supervisor on whose recommendation the loan will be granted. The allegation was that the said field supervisor sent word through the first party to collect Rs. 350 as a bribe for sanctioning the loan asked by him. He says that he has paid Rs. 350 and later he has obtained the loan for Rs. 1500 only. He has also stated in his

evidence that “Shri Havangi told me that if I pay Rs. 350 Smt. Rannebennur will consider my loan application”. To a next question he says that he told them that he will pay the money after getting the loan amount at the counter. The complaint is admittedly given on 17-10-86. The payment said to have been taken place on 21-8-86. This evidence has no corroboration and it is only a self statement made by this witness. One cannot ask why he gave such a statement but one should decide whether the statement made by him is correct or not. In his own saying he refers to the field supervisor as the person who sent this workman to inform the payment of Rs. 350 to sanction the loan. The bank confidently left the field supervisor and they also not examined him as a witness to show that he has not instructed the first party to demand for a bribe. Therefore, it is very difficult to accept the authenticity of the evidence given by MW1. Therefore, report of the enquiry officer suffers from the fact that it has not made by appreciating any legal evidence. Therefore, the report of the enquiry officer is perverse on the first charge. As it regards to the second charge the management not examined any witnesses to prove this aspect of the matter except some documents which are not proved by any witnesses. Therefore, the findings on the second charges also a perverse findings.

10. It is unfortunate that the disciplinary authority and the appellate authority failed to consider this aspect of the matter, they have simply accepted the report of the Enquiry Officer in respect of appeal made by this workman before them.

11. On this unfounded allegation and in the absence of legal evidence the second party proceeded to dispend the services of this workman from September, 1988. Therefore, the said order is legally unsustainable. In view of this the following order is inevitable.

ORDER

The second party are not justified in dispensing with the services of the first party workman without there being a legal evidence. Therefore, the second party are directed to reinstate the first party to the position he was held. Since we cannot compute precisely the entitlement towards back wages the II party is directed to pay a sum of Rs. 75,000. This amount shall be paid within 45 days from the date of the Award. If the II party failed to pay this amount, it shall carry interest at bank rate from the date he was disallowed to work till its payment.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1999

कां० जा० 2961.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लि० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/275/90-आईआर (बी-III/बीI)]

जी० रॉय, बैंक अधिकारी

New Delhi, the 21st September, 1999

S.O. 2961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Karnataka Bank Ltd. and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012|275|90-IR(B-III|B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 7-9-99

PRESENT:

Justice R. Ramakrishna, Presiding Officer.
C.R. No. 10/91

I Party :

Krishnaraj A. Ankalkoti
13/B Arvind Nagar,
Karwar Road,
Old Hubli,
Hubli-580 024.

II PARTY

The Chairman
Karnataka Bank Ltd,
Head Office, P.B. No. 716
Kodialbail,
Mangalore-575 003.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub section (1) and sub-section 2A of section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012|275|90-I.R. (B.III) dated 21-2-1991 on the following schedule:

SCHEDULE

"Whether the management of Karnataka Bank Limited is justified in terminating the services of Shri Krishnaraj A. Ankalkoti, attender with effect from 19-4-83? If not to what relief he is entitled ?"

2. The first party joined the services of the second party bank during December 1982 as a Probationary Attender as per the appointment order Ex. M4 dated 9-12-82. His services are terminated w.e.f. 19-4-83 as per the memorandum Ex. M.9 dated 19-4-83. The reason for termination and treating his employment as null and void, clause 7 of Ex. M4 was invoked.

3. Clause 7 is as follows :—

"In case it is found that this appointment is procured by fraud, misrepresentation etc. this order is liable to be treated as null and void."

4. According to the second party this workman in his application Ex. M1 in column No. 5, meant for qualification, has stated "7th standard pass". The management appears to have made correspondence with the Principal, Nehru Arts & Science College under Ex. M6 dated 29-1-83. In this letter they have informed that this workman who has applied for a job in sub staff cadre informed to be studied first year PUC during the year 1981-82 and therefore, the management required and enlightenment on this aspect of the matter, including the character and conduct which should be in confidence. Ex. M7 said to be an alleged reminder dated 23-2-83. Ex. M8 dated 5-3-83 is said to be the letter sent by the Principal of the said college informing that this workman was the student of the college during the year 1981-82 studying in PEC second year. Immediately thereafter the first party was removed from service on the ground that he had procured employment by falsely representing that he is a non SSLC.

5. The first party in his claim statement has contended that he had no intention to make any false representation to procure the job but while submitting the application he was informed by the second party officials that mentioning of passing of 7th standard is sufficient. He has also contended that he belongs to Scheduled Caste and also further alleged that the bank has appointed several persons who have also passed SSLC.

6. His further contention is that the second party without giving any opportunity to the first party, to have his say on the allegations, has arbitrarily and unilaterally removed him from service which is against the principles of natural justice.

7. The second party in their counter statement justified their action only on this basis as according to them the recruitment rules for the post of a sub-staff requires educational qualifications, which should be a mere pass in 7th standard. It is also contended that no candidate who passed SSLC/SSC shall be considered for initial appointment as sub-staff.

8. Both parties have not led any evidence. The second party who has to justify their action have submitted that on the basis of the documents, marked Exhibits this question may be decided.

9. I have perused the application form for appointment Ex. M1, under Column No. 5 qualification to sub clause (a) and (b) is stated. In Column No. (a) a question is :—

(a) Whether you have appeared for SSLC Examination.

(b) If appeared what result?

Therefore, it is incumbent on the part of the applicant to fill up, Clause 5(a) and (b). If he has not filled up these columns the application is incomplete. If the application is incomplete the management is not empowered to consider the said application for appointment. Therefore, the contention of the first party that he has advised by some bank officials to put the educational qualification as 7th standard pass cannot be ruled out.

10. Admittedly the second party invoked clause 7 to treat the employment of the first party as null and void. To arrive at this conclusion they have relied on a reply dated 5-3-83 in Ex. M8. Admittedly the management have not given any opportunity for this workman to have his say with regard to this aspect of the matter. They have not issued any letter to the first party to explain as to how he has furnished the information in his application as 7th standard though he was studying at PUC. By not giving an opportunity to explain, the second party have violated the principles of natural justice. Admittedly the first party belongs to scheduled Castes secured the appointment, which might have been uplifted his status in the society as a bank employee. A mere information of an institution without there being a corroborative evidence, a letter cannot be decided as a final word in cases of this nature.

11. The first party also produced Ex. M5 a transfer certificate evidencing his qualification as pass in 7th standard which was duly certified by the Headmistress of Govt. Model Kannada Higher Primary School. In these two circumstances the management is not entitled take into consideration the letter Ex. M8 by totally discarding the transfer certificate Ex. M5 whatever may be its worth. Therefore, the management are not justified in invoking clause 7 of the appointment order without taking an explanation from the workman for this alleged misrepresentation. Therefore the action of the management in treating his application as null and void after he has worked from December 1982 till Ex. M9 dated 19-4-83, is untenable. Therefore, the second party are not justified under law in discontinuing the services of this workman w.e.f. 19-4-83.

12. Now the question that required to be decided is what is the result of this finding. The services of this workman was dismissed from 19-4-83. His date of birth as evidenced in Ex. M1 was 22-7-60. Today his age is 39 years. He has lost a career due to the action of the management by violating the principles of natural justice. His reinstatement cannot be ordered in view of the law of recruitment. Therefore, some monetary benefit to this workman will meet the end of justice. Even at a moderate calculation the monetary loss sustained by this workman per annum would be not less than Rs. 5000. He has lost 15 years in this litigation. So on a Moderate calculation the monetary loss would be $5000 \times 15 = 75,000$. Therefore, the second party are directed to pay a sum of Rs. 75,000 to the first party in this regard. If the second party failed to pay this amount within 45 days from the date of this award, this amount will carry an interest at existing bank rate from the date of his removal till the payment.

13. The reference is answered accordingly.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1999

का०आ० 2962 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया शाखा—अरजन्सर के प्रबन्ध

तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/621/98-आईआर (बी-1)]
जी० रॉय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, Branch Arjansar and their workman, which was received by the Central Government on 20-9-1999.

[No. L-12012/621/98-IR(B-I)]
G. ROY, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर
केस नं०—सीआईटी जे-25/97

विशक्ति संख्या :—एल-12012/621/98/आईआर (बी-1)

श्री कमल किशोर बोधरा,

जरिए श्री अमरचंद कन्हैयालाल बंसाली,

पी०ओ० पुरानी लाईन के पास, गंगा शहर,

बीकानेर

बनाम

शाखा प्रबंधक, स्टेट बैंक ऑफ इण्डिया

शाखा—अरजन्सर, बीकानेर

उपस्थित—प्रार्थी की ओर से— कोई नहीं

अप्रार्थी की ओर से— श्री घनश्याम शर्मा

पंचाट तारीख—10-08-1999

पंचाट

केन्द्रीय सरकार के द्वारा उक्त विशक्ति के जरिए निम्न विवाद न्याय निर्णयार्थ इस अधिकरण को निर्देशित किया गया है :—

“Whether the action of Branch Manager, State Bank of India, Branch—Arjansar, District Bikaner treating the workman voluntarily retired without following the procedure under I.D. Act, 1947 regarding removal of service, is justified? If not, what relief the workman is entitled to and from what date?”

निर्देश आदेश दिनांक 7-6-99 को प्राप्त हुआ था, जिसके अनुसार श्रमिक की ओर से निर्देश आदेश की प्राप्ति के 15 दिन के अन्दर स्टेटमेंट ऑफ क्लेम प्रस्तुत करना था, परन्तु स्टेटमेंट ऑफ क्लेम प्रस्तुत नहीं किया गया। श्रमिक को रजिस्टर्ड पत्र के जरिए नोटिस दिया गया कि वह दिनांक

16-7-99 को स्टेटमेंट ऑफ क्लेम प्रस्तुत करे। दिनांक 16-7-99 को श्रमिका श्री ओर से श्री विरेन्द्र सिंह गुप्ता ने अधिकार पत्र एवं स्टेटमेंट ऑफ क्लेम प्रस्तुत करने के लिए समय चाहा, जो स्वीकार किया गया व स्टेटमेंट ऑफ क्लेम प्रस्तुत किये जाने हेतु दिनांक 2-8-99 नियत की गई। दिनांक 2-8-99 को न तो श्रमिक या उसका प्रतिनिधि उपस्थित आया न ही श्रमिक की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत हुआ। श्रमिक ने तार द्वारा सूचित किया कि उसका मकान ढह गया है अतः क्लेम प्रस्तुत करने हेतु सात दिवस का समय दिया जाए। श्रमिक को एक ओर अवसर क्लेम प्रस्तुत करने हेतु दिया गया एवं तारीख 10-8-99 स्टेटमेंट ऑफ क्लेम प्रस्तुत किये जाने हेतु नियत की गई,। याज्ञ दिनांक 10-8-99 को न तो श्रमिक या उसके प्रतिनिधि उपस्थित आये न ही श्रमिक की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत हुआ, जिससे ऐसा प्रकट होता है कि श्रमिक को स्टेटमेंट ऑफ क्लेम प्रस्तुत करने में कोई रुचि नहीं है एवं ऐसा अनुमान लगाया जाता है कि पक्षकारों के बीच विवाद नहीं रहा है। उक्त परिस्थितियों में विवाद रहित पंचाट पारित किया जाता है पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17(1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह/-

(पीठासीन अधिकारी)

नई दिल्ली, 21 सितम्बर, 1999

का०आ० 2963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० बी०सी०सी०एल० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं०-2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-9-99 को प्राप्त हुआ था।

[सं. एल-20012/414/96-आई आर (सी-I)]

जी० रॉय, डेस्क अधिकारी

New Delhi, the 21st September, 1999

S.O. 2963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. II), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-9-99.

[No. L-20012/414/96-IR(C-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT:

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(i)(d) of the I.D. Act, 1947.
Reference No. 41 of 1998

PARTIES:

Management of Moonidih Project of M/s. B.C.C.L.
and their workman.

APPEARANCES:

On behalf of the workmen—Shri S P. Verma,
Area Secretary, D. C. K. M. S. Moonidih.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 6th September, 1999

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/414/96-I.R. (C-I), dated, the 19th/20th February, 1998.

SCHEDULE

“Whether the action of the Management of Munidih Project of M/s. BCCL in denying the promotion to Shri Hari Narayan Singh, Cat. V workman to the post of Cat. VI workman from 20-7-90 is justified? If not, to what relief this concerned workman is entitled?”

2. In this reference only the workman side filed its W.S. and subsequently when the case was fixed for filing W.S. on the side of the management a Joint Petition of compromise under the signature of both the parties was filed. I heard both the parties on the said petition of compromise and do find that the terms contained therein are fair and proper. Accordingly I accept the said petition of compromise and pass an Award in terms thereof which forms part of the Award as Annexure.

B. B. CHATTERJEE, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVT. INDUSTRIAL TRIBUNAL NO. 2, AT
DHANBAD

Reference No. 41/98

PARTIES:

Employer in relation to the Management of
Moonidih Project of M/s B.C.C.Ltd.,

AND

Their Workman

The Humble petition on behalf of the parties to
the above reference

Most respectfully sheweth :

(1) That the Central Govt., by notification No. L-20012/414/96(IR)Coal-I dated 20-2-98 has been pleased to refer the present case to the Hon'ble Tribunal for adjudication on the issue contained in the Schedule of reference which is re-produced below:—

“Whether the action of the Management of Moonidih Project of M/s. BCCL in denying the promotion to Shri Hari Narayan Singh, Cat-V workman to the post of Cat-VI workman from 20-7-90 is justified? If not to what relief this concerned workman is entitled?”

(2) That without prejudice to the respective contention of the parties, the dispute has been amicably settled on the following terms:—

(a) That as per recommendation of Departmental Promotion Committee Shri Hari Narayan Singh, Welder, Cat-V will be promoted in Cat-VI with immediate effect.

That in view of the aforesaid settlement no dispute subsists for adjudication.

Under the above circumstances it is humbly prayed that the terms of settlement may kindly be accepted as fair and proper and an Award may kindly be passed in terms of the settlement.

For the Workman

For the Employers

1. Durganandjee
BPCMC

2. Hari Narayan Singh.

3. S. P. Verma
Area Secretary,
DCKS

1. (H. S. Gill)

General Manager,

WJA : Moonidih.

2. (S. JHA)

Dy. C.P.M., WJA,
Moonidih.

WITNESS

1. Sd/- Illegible

2. Sd/- Illegible

Place : Moonidih.

Date : 2-7-99.

नई दिल्ली, 23 सितम्बर, 1999

का.ग्रा. 2964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम रेलवे कर्मचारी परिषद, कोटा के प्रबन्ध तंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक 2945 GI/99—11,

अधिकरण, कोटा के वंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-09-1999 को प्राप्त हुआ था।

[सं. एल-41012/111/94-आई आर (बी-1)]

जी. रॉय, डेस्क अधिकारी

New Delhi, the 23rd September, 1999

S.O. 2964.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Rly., Kota and their workman, which was received by the Central Government on 22-9-1999.

[No. L-41012/111/94-IR(B-1)]

G. ROY, Desk Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज०/

निर्देश प्रकरण क्रमांक : औ०न्या० (केन्द्रीय) - 21/95

दिनांक स्थापित : 11-8-95

प्रसंग :—भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश

क्रमांक एल-41012/11/94-आई आर (बी-1)

दि० 7-8-95

औद्योगिक विवाद अधिनियम, 1947

मध्य

रमेशचन्द्र द्वारा डिविजनल सेक्रेटरी, पश्चिम रेलवे कर्मचारी परिषद, कोटा।

—प्रार्थी श्रमिक

एवं

एक्जीक्यूटिव इंजीनियर, (एस० एण्ड सी०) पश्चिम रेलवे, कोटा।

—प्रतिपक्षी नियोजक

उपस्थित

श्री जनदीश प्रसाद शर्मा,

आर०एच०जे०एस०

प्रार्थी श्रमिक की ओर से प्रतिनिधि :—श्री ए०डी० गोवर

प्रतिपक्षी नियोजक की ओर से प्रतिनिधि :—श्री नरेश शर्मा एवं

श्री आई०एम० कुंदेशी

अधिनियम दिनांक 31-5-99

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरांत “अधिनियम” में सम्बोधित किया जायेगा) की धारा 10 (1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनियमार्थ सम्प्रेषित किया गया है :—

“Whether the action of the Railway Administration through the Executive Engineer (S&C) W. Rly. Kota in not granting the temporary status to their workman Shri Ramesh Chand S/o Shri Gyasi Singh Casual Labour after completion of 360 days services is legal and justified? If not, what relief the concerned workman is entitled to and from what date?”

2. निर्देश न्यायाधिकरण में प्राप्त होने पर वर्ज रजिस्टर किया गया व पक्षकारों को नोटिस जारी किये गये। प्रार्थी श्रमिक की ओर से क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में यह अभिकथित किया गया है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी, कार्यपालक इंजीनियर (सर्वे एवं निर्माण) पश्चिम रेलवे, कोटा (जिसे तदुपरान्त “प्रतिपक्षी नियोजक” से सम्बोधित किया जावेगा) के यहां नियोजन के बिनांक 11-9-84 से आकस्मिक श्रमिक के रूप में नियोजित होकर निरन्तर कार्य कर दिनांक 10-9-85 तक 360 दिवस का सेवा कार्य पूर्ण कर लिया गया था तथा वह रेलवे नियमों के अधीन बिनांक 10-9-85 से अस्थाई का दर्जा प्राप्त कर स्केल रेट प्राप्त करने का अधिकारी हो गया था किन्तु प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक के उक्त सेवाकाल में दिनांक 20-1-85 से दिनांक 22-4-85 तक का अनुचित एवं अवैध व्यवधान डालकर, प्रार्थी श्रमिक की दिनांक 22-4-85 से नयी सेवा भर्ती मानकर, प्रार्थी श्रमिक को दिनांक 4-5-86 से अस्थाई का दर्जा प्रदान किया गया है जो किसी भी आधार से उचित एवं वैध नहीं रहा है। आगे यह भी अभिकथित किया गया है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी के यहां दिनांक 21-4-85 से दिनांक 20-5-85 तक कार्य भी किया गया है और उस कार्य का भुगतान भी प्राप्त किया गया है तदुपरान्त भी उक्त अवधि के कार्य को 360 दिवस के सेवा कार्य के लिये नहीं जोड़ा गया है, अतः प्रार्थी श्रमिक का प्रस्तुत क्लेम स्वीकार कर, प्रार्थी श्रमिक को दिनांक 10-9-85 से अस्थाई दर्जा प्राप्त करने का अधिकारी होना घोषित कर समरूप परिलाभ दिलवाये जावें।

3. प्रतिपक्षी नियोजक की ओर से जवाब क्लेम प्रस्तुत कर प्रार्थी श्रमिक के उक्त क्लेम को अस्वीकार किया गया है तथा प्रतिवाद स्वरूप संक्षेप में यह अभिकथित किया गया है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक के उक्त सेवा काल में दिनांक 20-1-85 से 22-4-85 तक कोई व्यवधान नहीं डाला गया है, वास्तव में उक्त अवधि में आकस्मिक श्रमिकों के लिये कोई कार्य उपलब्ध नहीं होने के कारण प्रशासनिक कारणों से प्रार्थी श्रमिक को कार्य पर नहीं लिया गया है तब प्रार्थी श्रमिक उक्त सेवाभंग अवधि को उसके द्वारा पूर्व में किये गये कार्य में जुड़वाने का अधिकारी नहीं रहा है जब प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दिनांक 4-5-86 से अस्थाई का दर्जा प्रदान किया जाना पूर्णतः नियमानुसार रहा है और प्रार्थी श्रमिक का प्रस्तुत क्लेम संव्यय निरस्त किये जाने योग्य रहा है।

4. प्रार्थी श्रमिक की ओर से क्लेम समर्थन में मौखिक साक्ष्य में स्वयं प्रार्थी श्री रमेशचन्द्र का शपथ-पत्र प्रस्तुत

किया गया है जिस पर प्रतिनिधि प्रतिपक्षी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य में प्रलेख प्रदर्श डब्बू० 1 लगायत 3 तक फोटो प्रतियां प्रस्तुत कर प्रदर्शित करवायी गयी हैं जिनका यथासमय उल्लेख किया जावेगा।

5. प्रतिपक्षी नियोजक की ओर से मौखिक साक्ष्य में साक्षी सी०पी०एस० नारायणन, वरिष्ठ अनुभाग इंजीनियर (कार्य), प०२० कोटा का शपथ-पत्र प्रस्तुत किया गया है जिस पर प्रतिनिधि प्रार्थी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य में 9 प्रलेख फोटो प्रतियां प्रस्तुत की गयी हैं जिनका यथासमय उल्लेख किया जावेगा।

6. मैंने दोनों पक्षकारों के विद्वान प्रतिनिधियों की बहस सुनी जो बहस मुख्यतः उनके उक्त अभिवचनों के अनुरूप ही रही तथा पन्नावली एवं प्रस्तुत अभिलेख का ध्यानपूर्वक अवलोकन किया।

7. प्रस्तुत प्रकरण में दोनों पक्षकारों के मध्य यह विवादित नहीं रहा है कि रेलवे में प्रार्थी संवर्ग को आकस्मिक श्रमिक द्वारा 360 दिवस की बिना सेवाभंग के सेवा पूर्ण कर लिये जाने पर, श्रमिक को अस्थाई दर्जा (टेम्परेरी स्टेट्स) प्रदान किये जाने का नियम रहा है। पक्षकारों के मध्य यह तथ्य भी विवादित नहीं रहा है कि प्रतिपक्षी द्वारा प्रार्थी श्रमिक को अपने पत्र दिनांक 26-2-96 के द्वारा दिनांक 4-5-86 से अस्थाई का दर्जा देते हुये नियमित वेतन श्रृंखला प्रदान की गयी है। प्रतिपक्षी नियोजक की ओर से, प्रार्थी श्रमिक के वास्तविक वेतन भुगतान का स्टेटमेंट प्रलेख प्रदर्श एम० 1 प्रस्तुत कर, उक्त स्टेटमेंट के द्वारा यह भी स्वीकार्य तथ्य रहे हैं कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी नियोजक के यहां सर्वप्रथम दिनांक 11-9-84 से आकस्मिक श्रमिक के रूप में नियोजित होकर सेवा कार्य प्रारम्भ किया गया है और तब बिना सेवाभंग के दिनांक 20-1-85 तक 132 दिवस सेवा कार्य किया गया है। आगे यह भी स्वीकार्य रहा है कि प्रतिपक्षी नियोजक द्वारा दिनांक 21-1-85 से दिनांक 5-5-85 तक की अवधि को प्रार्थी श्रमिक की सेवा भंग अवधि मानकर, प्रार्थी श्रमिक का दिनांक 6-5-85 से पुनः नव-नियोजन माना गया है और पुनः नव-नियोजन की दिनांक 6-5-85 से प्रार्थी श्रमिक के 360 कार्यदिवसों की गणना कर प्रार्थी श्रमिक को दिनांक 4-5-86 से अस्थाई का दर्जा प्रदान किया गया है। प्रार्थी श्रमिक द्वारा दिनांक 21-1-85 से दिनांक 5-5-85 तक की अवधि को सेवा भंग अवधि माने जाने को तथ्यों एवं नियम विरुद्ध होना कथन किया गया है।

8. प्रार्थी श्रमिक को तथ्यों के संदर्भ में ये साक्ष्य कथन रहे हैं कि प्रार्थी श्रमिक द्वारा दिनांक 21-4-85 से दिनांक 5-5-85 की अवधि में प्रतिपक्षी नियोजक के यहां नियोजित रहकर सेवा कार्य किया गया है और उसे उक्त अवधि में उसके कार्य दिवसों के अनुसार कार्य का भुगतान भी किया गया है। प्रार्थी श्रमिक द्वारा इस संदर्भ में प्रतिपक्षी नियोजक को एक प्रार्थना-पत्र प्रलेख प्रदर्श डब्बू० 3 भी प्रस्तुत किया गया है जिस पत्र में दिनांक 21-4-85 से दिनांक

20-5-85 की पे-शीट की संख्या तक भी अंकित की गयी है। प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक के भुगतान स्टेटमेंट प्रदर्श एम० 1 में प्रार्थी श्रमिक की दिनांक 21-4-85 से दिनांक 5-5-85 तक की सेवा को तथ्यों के विपरीत सेवा भंग अवधि दर्शाया गया है। प्रार्थी श्रमिक की उक्त साक्ष्य के खण्डन में प्रतिपक्षी नियोजक की ओर से कोई मौखिक एवं प्रलेखीय साक्ष्य नहीं रही है तब प्रार्थी श्रमिक की उक्त साक्ष्य भी मान्य रहती है तब प्रार्थी श्रमिक की उक्त मौखिक एवं प्रलेखीय साक्ष्य से यह पूर्णतः प्रमाणित हुआ है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी नियोजक के यहां दिनांक 21-4-85 से दिनांक 5-5-85 तक सेवा पर नियोजित रहकर सेवा कार्य किया गया है और प्रतिपक्षी नियोजक द्वारा उक्त अवधि को अनुचित प्रकार से सेवाभंग अवधि करार दिया गया है।

9. प्रार्थी श्रमिक की नियमों के विरुद्ध होने के संदर्भ में यह साक्ष्य कथन रहे हैं कि प्रार्थी श्रमिक को प्रतिपक्षी नियोजक द्वारा दिनांक 21-1-85 से दिनांक 21-4-85 तक कार्य करने के लिये कोई कार्य नहीं दिया गया है तब उक्त अवधि को सेवा भंग अवधि माना जाना नियम विरुद्ध रहा है। प्रतिपक्षी नियोजक की ओर से जवाब क्लेम के पद संख्या 2 में एवं प्रतिपक्षी साक्षी के साक्ष्य में प्रस्तुत हुये शपथ-पत्र के पद संख्या 1 में, यह स्वीकार्य रहा है कि प्रतिपक्षी नियोजक के पास उक्त अवधि में आकस्मिक मजदूरी के लिये कार्य उपलब्ध नहीं रहा जब प्रशासनिक कारणों से प्रार्थी श्रमिक को उक्त अवधि में काम पर नहीं लिया गया है। भारतीय रेल स्थापना मैनुअल के नियम 2003 (घ) में उक्त संदर्भ में निम्न प्रावधान रहे हैं:—

(घ) निर्माण कार्य पूरा हो जाने पर या और उत्पादक निर्माण कार्य उपलब्ध न होने के कारण, जब दैनिक मजदूरी पर या नियमित वेतनमान या वेतनमान के न्यूनतम के 1/30वें भाग और महेगाई भत्ते पर कार्यरत अनियमित मजदूर की मजदूरी समाप्त कर दी जाती है और बाद में कार्य उपलब्ध होने पर नियोजित किया जाता है तो सेवा के ऐसे अंतरालों को, यथास्थिति 120 दिन या 180 दिन या 360 दिन की निरन्तर सेवा की गणना करने के प्रयोजनार्थ सेवा भंग के रूप में नहीं गिना जायेगा। यह उपबन्ध 2 अक्टूबर, 1980 से प्रभावी है।

10. प्रस्तुत प्रकरण में प्रतिपक्षी नियोजक की ओर से यह स्पष्टतः स्वीकार्य रहा है कि उनके द्वारा प्रार्थी श्रमिक को दिनांक 21-3-85 से दिनांक 21-4-85 तक की अवधि में आकस्मिक मजदूरों के लिये कार्य उपलब्ध नहीं होने के कारण प्रशासनिक कारणों से प्रार्थी श्रमिक को उक्त अवधि में कार्य पर नहीं लिया गया है तब उद्धरित उक्त नियम अनुसार उक्त अवधि प्रार्थी श्रमिक की सेवा भंग अवधि माने जाने योग्य नहीं रहती है वरन् उक्त अवधि में भी सेवा निरन्तर रहती है जब प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक के रहे उक्त अवधि से पूर्व के दिनांक 11-9-84 से दिनांक 20-1-85 के कुल 132 कार्य दिवस भी 360 कार्य दिवसों की गणना में नियमानुसार सम्मिलित कर गणन किये जाने

योग्य रहते हैं तब प्रार्थी श्रमिक द्वारा प्रतिपक्षी के यहाँ आकस्मिक श्रमिक के रूप में दिनांक 11-9-84 से नियोजित होकर स्टेटमेंट प्रदर्श एम० 1 के अनुसार व प्रलेख प्रदर्श डब्ल्यू० 2 प्रार्थना-पत्र में अंकित पे-शीट संख्या 8-449555 के द्वारा दिनांक 21-4-85 से 5-5-85 तक प्रमाणित हुये 14 कार्य दिवसों के गणन अनुसार दिनांक 11-9-84 से दिनांक 7-12-85 तक 360 दिवस की सेवा पूर्ण हो गई है तब प्रार्थी श्रमिक दिनांक 8-12-85 से अर्द्ध-स्थायी घोषित होकर समरूप लाभ, परिलाभ प्राप्त करने का अधिकारी होगा।

11. अतः उक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय द्वारा सम्प्रेषित निर्देश को इस प्रकार उत्तरित किया जाता है कि प्रतिपक्षी रेलवे प्रशासन जरिए कार्यपालक इंजीनियर (सर्वे एवं निर्माण) प०रे०, कोटा द्वारा प्रार्थी आकस्मिक श्रमिक श्री रमेश चन्द्र पुत्र श्री ग्यारसी सिंह को 360 दिवस की दिनांक 7-12-85 को सेवा पूर्ण कर लेने पर दिनांक 8-12-85 से अर्द्ध-स्थायी का दर्जा प्रदान नहीं किया जाना उचित एवं वैध नहीं रहा है, फलस्वरूप प्रार्थी श्रमिक दिनांक 8-12-85 से अर्द्ध-स्थायी घोषित होकर समरूप वेतन-लाभ, परिलाभ प्राप्त करने का अधिकारी होना घोषित किया जाता है।

इस अधिनिर्णय की एक प्रति समुचित सरकार को प्रकाशनार्थ भिजवाई जावे।

जगदीश प्रसाद शर्मा, न्यायाधीश

नई दिल्ली, 24 सितम्बर, 1999

का०आ० 2965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राजस्थान लि० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-09-1999 को प्राप्त हुआ था।

[सं. एल-12012/163/90-आई आर (बी-1)]

जी० रॉय, डेस्क अधिकारी

New Delhi, the 24th September, 1999

S.O. 2965.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Ltd., and their workman, which was received by the Central Government on 23-9-1999.

[No. L-12012/163/90-IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (MP)

PRESENT :

Shri D. N. Dixit,—Presiding Officer.

Case No. CGIT/LC/R/158/91

Vikas Singhal,
S/o Shri G. B. Singhal,
Aged 23 yrs.,
R/o Jawahar Colony,
Lashkar, Gwalior.

.. Applicant.

Versus

Bank of Rajasthan Ltd.,
through the Manager,
Naya Bazar Branch of
Bank of Rajasthan Ltd.,
Lashkar, Gwalior.

.. Non-applicant.

AWARD

Delivered on this 18th day of August, 1999

1. The Government of India, Ministry of Labour vide Order No. L-12012/163/90-IR, B-IV dated 19-9-91 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Bank of Rajasthan Ltd., in terminating the services of Shri Vikas Singhal S/o Shri G. P. Singhal w.e.f. 30-6-87 was justified? If not, to what relief the workman is entitled?”

2. The case of the workman is that he was appointed on the post of pass book writer by the management on 1-1-87. This appointment was extended up to 30-6-87. The services of the workman were terminated by verbal order. The workman was not given any notice prior to termination of service. The management has employed new persons to perform the work done by the workman. This is a clear violation of Sec. 25-H of the I.D. Act. Thus the action of the management in appointing new persons as pass book writer is contrary to the provisions of law. The persons junior to the workman were retained at the time the workman was removed from service. The workman prays that it be declared that he is still in the service of the management and further back wages and allowances be paid to him.

3. The case of the management is the management has appointed the workman in the part time capacity to write the pass books from month to month. At the time of this appointment, the workman was a student and the work was of temporary nature. The workman has worked with the management from 1-1-87 till 29-6-87 and 4 appointment letters has been issued to him. In the last appointment letter, it has been made clear that the services of the workman shall stand terminated from 29-6-87. The termination of workman does not amount to retrenchment. The action of the management is not contrary to provisions of Sec. 25-G and Sec. 25-H of the I.D. Act. The management seeks the award in their favour with cost.

4. The workman has filed his affidavit and he has been cross examined on it. In para-8 of his cross examination, he has admitted that he was given 4 appointment orders Ex. M-I to M-IV and he accepted the terms and conditions mentioned in them. The workman has admitted that he was appointed part time by the management to fill up the pass books. In para-11, the workman has said that he has passed B.Com. examination in the year 1989.

5. The management has examined Shri Jaswant Singh Kochhat who was branch manager in the year 1987. He has stated that the workman used to work only for 2 hours and that also from 1-1-87 till 29-6-87.

6. Exhibit M-I to M-IV are orders of appointment given to workman. Exhibit M-III and M-IV clearly mentioned that the workman was employed as a part time clerk. Ex. M-IV mentions that the services of workman will come to an end from 29-6-87. The management has thus established that the workman was employed as a part time pass book writer from 1-1-87 to 29-6-87. He was a student in this time. His services came to an end on 29-6-87 when contract Exhibit M-IV came to an end.

7. The workman has not been removed from service. In fact he was given the job for a limited period. When this period was over, his services automatically were terminated. Thus the contention of workman is wrong that he has been removed from service.

8. The workman wants that he be given benefit of Section 25-H of the I.D. Act. According to workman, persons junior to him has been re-employed and he has not been given employment and this is in violation to Sec. 25-H of the I.D. Act.

9. The arguments of the management is that the termination of employment of workman is not a retrenchment. Further the employment of the workman was part time and he cannot be equated with full time employees of the Bank. The workman has not proved that any other part time employee removed from service of the Bank has been given employment by the management and thus employee has put in less service than the workman. Thus workman is not entitled to the benefit of Sec. 25-H of the I.D. Act in this case.

10. The further contention of the workman is that persons junior to him in employment of the management were retained and he was removed from service. This argument is challenged by the management on the ground that workman has not proved that persons junior to him were retained at the time of termination of his service. Further the argument of the management is that the employment of the workman was part time and workman has not proved that any part time employee junior to him was retained at the time of his termination of service. Admittedly it was for the workman to prove that any part time employee junior to him was retained by the management and his services were terminated.

Thus the workman has not proved. Thus the workman cannot get the benefit of Sec. 25-G of the I.D. Act.

11. The workman has stated that his services were terminated from 30-6-87. This is an incorrect statement by the workman. The workman has been employed by the management vide orders copy of which is Ex. MI to MIV. His services came to an end because the period for which he was employed was not extended. The nature of work which the workman was doing was part time. Once this work was finished there was no need to extend the employment of workman. Thus the workman was a part time employee for a limited period. Once the period was over, he was automatically relieved of the job. The workman has not acquired any right to retain in service.

12. The result of above discussion is that the contention of the workman is devoid of any merit and he deserves no relief. The award is given in favour of the management. Parties to bear their own cost.

13. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer.

नई दिल्ली, 24 सितम्बर, 1999

का.अ. 2966 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय रेलवे, मुम्बई के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-09-1999 को प्राप्त हुआ था।

[सं. एन-41012/5/92-आई आर (डीयू) (बी-1)]

जी० राय, डैस्क अधिकारी

New Delhi, the 24th September, 1999

S.O. 2966.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure to the Industrial Dispute between the employers in relation to the management of Central Rly., Mumbai and their workman, which was received by the Central Government on 23-09-1999.

[No. L-41012/5/92-IR(DU)(B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Presiding Officer—Shri D. N. Dixit

Case No. CGIT/LC/R/22/93

Subhash, S/o Shrikishan,
Central Rly., Itarsi Yard Khilasi,
Nr. Rajaram Dawedi House,
Nala-Mohalla-Sailani Baba,
Itarsi.

...Applicant.

Versus

The Union of India,
through : General Manager,
Central Railway,
Bombay V.T.,
The Divisional Railway Manager,
Bhopal.
The Yard Master, Central Railway
Itarsi.

... Respondents.

AWARD

Delivered on this 26th day of August, 1999

1. The Government of India, Ministry of Labour vide order No. L-41012/5/92-IR-DU dated 18-1-93 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Chief Yard Master, Central Railway, Itarsi in terminating the services of Shri Subhash S/o Shrikishan is justified? If not, what relief the workman concerned is entitled to?"

2. The case of the workman Subhash is that he was appointed by Yard Master, Central Railway, Itarsi as a monthly rated labour from 81 to 84. Prior to this the workman has worked for about 2 years as a casual labour on daily wages. The case of the workman was recommended from Itarsi to the Divisional Superintendent, Bhopal for the issue of a service card vide letter dated 17-6-83. This request of Yard Master, Itarsi was accepted by DRM, Bhopal and Yard Master informed the workman that he will be absorbed on a permanent cadre. The services of the workman were terminated by letter dated 5-6-84 for want of service card. According to workman, there had been some foul play and the service card issued to him has been given to some one else who has been given the permanent job. The workman wants that he should be observed in permanent service and be paid wages and allowances as well.

3. The case of the management is that the workman has worked from 1-12-81 to 16-6-84 in broken periods. His services were terminated from 21-6-84. The workman was engaged as a casual labour and his services were terminated as per rule. The workman has not acquired the status of a permanent employee. The order of termination is a simple order and it does not call for any interference. The workman cannot get the benefit of Section 25 of the I.D. Act.

4. The workman filed his affidavit and he was cross-examined on it. He has admitted that the number of days shown in Annexure M-J is the correct position of work done by him. He has also stated that he has received notice Ex. M-2. Document Ex. M-1 shows that the workman worked as a casual labour from 13-2-81 to 16-6-84 in broken periods. He has not worked for 240 days in any single year. The workman has proved only the fact that he has worked as a casual labour for brief periods under the management from 13-2-81 to 16-6-84. Notice Ex. M-II makes it clear that the work performed by the workman was of purely temporary nature and since he does not possess a service card, his services has been dispensed with effect from 19-5-84.

5. The workman did not acquired a legal right and status with the management because he was a casual labour for brief periods. Section 25-F of the I.D. Act is not attracted in case of the workman.

6. As and when the casual work existed, the services of the workman were utilised and he was paid wages for the same. The service rendered by the workman was of purely temporary nature and did not confirm the any right on him. The workman is not entitled to any relief in the present case. His services has been dispensed with after giving him a notice. The procedure adopted by the management is correct and legal.

7. There is no merit in the case of the workman. The award is given in favour of the management and against the workman. Parties to bear their own cost.

8. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 24 सितम्बर, 1999

कां०प्रा० 2967 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय रेलवे, झांसी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-09-1999 को प्राप्त हुआ था।

[सं. एल-41012/20/89-आई आर (बी)-I]

जी० राय, डेस्क अधिकारी

New Delhi, the 24th September, 1999

S.O. 2967.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Rly., Jhansi and their workman, which was received by the Central Government on 23rd September, 1999.

[No. L-41012/20/89-IR(B-I)]
G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT JABALPUR

PRESIDING OFFICER—SHRI D. N. DIXIT

CASE NO. CGIT/LC/R/295/89

Shri Mohanlal,
S/o Shri Chunnial,
MRCL, Birla Nagar
Gwalior

.. Workman

Versus
The Educ
The Executive Engineer,
Central Railway,
Jhansi.

.. Management

AWARD

Delivered on this 23rd day of August, 1999

1. The Govt. of India, Ministry of Labour vide order No. L-41011/20/89-D-2(B) dated 9-10-89 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of Executive Engineer, Central Railway Jhansi in not providing employment to Shri Mohanlal, S/o Shri Chunnial, MRCL after the 31-12-86 and termination of the services is justified? If not, to what relief the workman is entitled for?”

2. The workman remained absent on 28-1-99 and on 12-4-99. It seems that the workman is not interested in prosecuting the present dispute. The award is given in favour of the management. Parties to bear their own cost.

3. Copies of the award be sent to the Ministry of Labour, Govt. of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 24 सितम्बर, 1999

कां०प्रा० 2968 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय रेलवे, जबलपुर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-09-1999 को प्राप्त हुआ था।

[सं. एल-41012/83/88-आई आर (बी-I)]

जी० राय, डेस्क अधिकारी

New Delhi, the 24th September, 1999

S.O. 2968.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Rly., Jabalpur and their workman, which was received by the Central Government on 23rd September, 1999.

[No. L-41012/83/88-IR(B-D)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR

PRESIDING OFFICER—SHRI D. N. DIXIT

APPLICANTS :

1. Case No. CGIT/LC/R/139/89

Shri Munnial,
S/o Shri Surajbhan, Kamasin,
Post Baberu,
Distt. Banda.

2. Case No. CGIT/LC/R/140/89-

Shri Shriram S/o Shri Ramlakhan
Gram Markundi, PO Markundi
Teh. Karvi,
Distt. Banda

3. Case No. CGIT/LC/R/142/89-

Shri Jagannath, S/o Shri Hiralal,
Gram Jira, Teh. Karvi,
Distt. Banda.

4. Case No. CGIT/LC/R/143/89-

Shri Shiv Kumar, S/o Bhaiyyalal
Gram Balahamapuri, PO Miarkundi,
Teh. Karvi, Distt. Banda.

5. CASE NO. CCIT/LC/R/144/89-

Shri Rajbali, S/o Shri Narain,
Gram : Balmach,
PO Lodhchatta, Teh. Mau,
Distt. Banda.

6. CASE NO. CCIT/LC/R/146/89-

Shri Gopal, S/o Shri Dashrath
Gram Guroula, Teh Karvi,
Distt. Banda.

7. CASE NO. CGIT/LC/R/147/89-

Shri Jamana, S/o Shri Sudarshan,
Gram, Lodhchatta,
PO Balmach, Teh Mau,
Distt. Banda.

8. CASE NO. CGIT/LC/R/148/89--

Shri Chaitulal, S/o Shri Tirasu,
Gram : Gimara, P.O. Balgach,
Teh Mau, Distt. Banda.

9. CASE NO. CGIT/LC/R/152/89—

Shri Hari Singh, S/o Shri Mewa Ram,
Gram Naglokri, PO Bahalpur,
Teh. Baithana,
Distt. Itava (UP)

10. CASE NO. CGIT/LC/R/153/89—

Shri Bharat, S/o Shri Lallu,
Gram Simara, PO Badagach,
Teh. Mau,
Distt. Banda (UP).

11. CASE NO. CGIT/LC/R/154/89—

Shri Bind Kumar, S/o Shri Harisharan,
Gram Gouraha, PO Manikpur
Teh. Karvi,
Distt. Banda (UP).

12. CASE NO. CGIT/LC/R/155/89—

Shri Onkar Nath, S/o Shri Chunnailal,
Gram Guroula,
Teh. Karvi,
Distt. Banda (UP)

13. CASE NO. CGIT/LC/R/156/89—

Shri Lochan Prasad,
S/o Shri Atma Prasad,
Gram Itava, PO Tundela,
Teh. Karvi,
Distt. Banda (UP).

14. CASE NO. CGIT/LC/R/162/89
Shri Chunnailal, S/o Shri Tirath Prasad,
Gram. Singapur,
PO Barondha,
Teh. Raghurajnagar,
Distt. Satna (MP)

VERSUS

RESPONDENT :

The Divisional Railway Manager,
Central Railway,
Jabalpur (MP)

AWARD

Delivered on this 30th day of August, 1999

1. The Government of India, Ministry of Labour has referred the following 14 disputes for adjudication by this tribunal—

a. Order No. 41012/86/88-D-2 (B) dated 31-7-89

"Whether the action of the management of Central Railway Jabalpur in terminating the services of Shri Munnailal, S/o Shri Surajman, casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

b. Order No. 41012/85/88-D-2(B) dated 31-7-89

"Whether the action of the management of Central Railway in terminating the services of Shri Shriram, S/o Shri Ramlakhon casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

c. Order No. 41012/83/88 dated 31-7-89

Whether the action of the management of Central Railway in terminating the services of Shri Jagannath, S/o Shri Hiralal, casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

d. Order No. 41012/82/88 dated 31-7-88

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Shivkumar S/o Shri Bhaiyalal, casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

e. Order No. 41012/81/88-D-2(B) dated 31-7-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Rajbali S/o Shri Narayan casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

f. Order No. 41012/79/88-D-2(B) dated 31-7-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Gopal, S/o Shri Dashrath casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

g. Order No. L-41012/78/88-D-2(B) dated 31-7-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Jamuna, S/o Shri Sudarshan, casual worker w.e.f. 19-1-88 is justified? If not, what relief the workman concerned is entitled to?"

h. Order No. L-41012/77/88-D-2(B) dated 31-7-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Chaitulal, S/o Smt. Tirsihi w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

i. Order No. L-41012/87/88-D-2(B) dated 3-8-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Harisingh, S/o Shri Mevaram casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

j. Order No. L-41012/88/88-D-2(B) dated 3-8-89

"Whether the action of the management of Central Railway Jabalpur in terminating the services of Shri Bharat, S/o Shri Lallu casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

k. Order No. L-41012/89/88-D-2(B) dated 3-8-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Bind Kumar, S/o Shri Harisharan, casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

l. Order No. L-41012/90/88-D-2(B) dated 3-8-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Onkarnath S/o Shri Chunnailal, casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

m. Order No. L-41012/92/88-D-2(B) dated 13-8-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Lochan Prasad, S/o Shri Atma Prasad, casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

n. Order No. L-41012/91/88-D-2(B) dated 13-8-89

"Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Chunnailal S/o Shri Tirathprasad, casual worker w.e.f. 19-1-88 is justified? If not, what relief the concerned workman is entitled to?"

2. This court by order dated 30-8-90 has consolidated cases bearing: No. R-140189, R-142/89, 143/89, 144/89, 146/89, 147/89, 148/89, 152/89, 153/89, 154/89, 155/89, 156/89, 162/89 with case No. R-139/89. The evidence has been recorded for all these cases in case No. R-139/89. This award is in respect of all these 14 cases. Copy of this award be kept in all these 14 cases.

3. The case of the workman is that they were employed by the Central Railway as a casual labour under PWI(R) Satna. They have worked from 6-8 years. The order of termination is identical and cyclostyled. These workman were informed by PWI that their service cards are being prepared and passport size photograph of the workman were taken. These service matters were kept by PWI Satna. They were granted temporary status and were taken on monthly employment basis. They were also medically examined and were getting all the benefits namely monthly wages, leave, medical benefits, PF, passes and PTOs. The services of these workman were terminated without notice. No enquiry was held against the workman prior to termination of service they had not been given notice of termination and retrenchment compensation. Thus the termination of the workman is illegal and contrary to principles of natural justice. The prayer of the workman is that the order of termination be quashed and they be taken back in service. The workman also claimed back wages and allowances.

4. The case of the management is that no workman was not given service card by the railways. Each workman forged and fabricated the service card and on the strength of the service card, was employed by PWI (R), Satna. When it was discovered that these service cards are bogus and fabricated a show cause notice was given to the workman. None of the workman replied to this show cause notice. As the very basis of employment was based on fraud no enquiry was necessary. Whatever has been given to the workman was in good faith and believe that their employment on the basis of service card is genuine. As soon as the forgery was detected the services of the workman were dispensed with. The procedure adopted by the management is valid and legal and the workman deserve no relief. The management prays that the award be answered in their favour.

5. The management has examined Shri M. Janardhanan time keeper PWI Maihar Central railway. He has stated in his affidavit that the workman Shipal did not worked under PWI Maihar in the year 1978. The cross examination of these witness could not find out any discrepancy in his affidavit. I believe him.

6. The management has examined Shri Bashir Ahmed clerk in the office of Station Superintendent, CR Katni. He has stated that service card No. 312102h has not been issued from Katni Railway Station. In favour of workman. His cross examination also does not show any infirmity. I believe him.

6A. The management has also examined Shri Ajahalla Time Keeper PWI New Katni. He has stated that Service Card No. 129557 has not been issued from PWI New Katni. Shri Bind Kumar workman has not worked in this office at any time. The cross examination of these witness does not show any infirmity in his statement.

7. Shri R. K. Shrivastava was PWI(R) at Satna. When services of the workman were terminated. He has stated that he has given notice Ex. M-7 to each workman. None of the workman replied to this notice. By order Ex. M-8, he has terminated the services of the workman. All the workmen were issued service card by Signal Inspector, Maihar, PWI Katni, this witness wrote to Signal Inspector, Maihar and he was informed by letter Ex. M-10 that the service card produced by the workman were forged. On receipt of this letter he terminated the services of the workman. The cross examination of these witness does not cost the cloud of his evidence. I believe him.

8. On request of workman Shri Ambalal Solanki was examined as witness. He stated that in the year 1980-81, he was working as PWI Satna. He has stated that he has not issued a service card to any workman.

9. The workman have examined only one witness namely Chaitulal. He has stated that he has not paid the price of service card. The other workman have also not paid the price of service card. He has stated in para-18 that PWI Satna has issued service card to him and to other workman. He has further stated that he has received show cause notice but he has not replied to it. The other workman also has not replied to the show cause notice. He has stated in para 20 of his affidavit that any workman has not worked at Maihar or Katni. The statement of Chaitulal and the statement of Shri Ambalal Solanki who was PWI Satna in the year 1980-81 is completely different. The service cards produced in the case does not show that they were issued by PWI Satna. Thus the version of Shri Chaitulal is not supported by the service cards and the statement of Shri Solanki PWI.

10. According to Chaitulal, none of the 14 workman had worked at Maihar or Katni. All the service cards produced in the case has been issued either by PWI Katni or Signal Inspector Maihar. Thus evidence of Chaitulal is not supported by service cases of workman. The Chief Signal Inspector (const) Katni has mentioned in his letter Ex. M-10 that service card produced by the workman were not issued by him. Every Signal Inspector in that zone was working under him. There was no office of Signal Inspector at Maihar. This letter also proves that the service card produced by the workman were forged and fabricated.

11. Shri Chaitulal has stated that he has received a show-cause notice Ex. M-7. This witness has stated that no workman replied to this notice. This conduct of the workman is unnatural and highly suspicious. The circumstance is against the workman.

12. The management proved that each workman got employment on the basis of a service card which was fabricated and false. Thus the foundation of service of each workman is based on fraud. The workman cannot get any relief when their very foundation is based on cheating and forgery.

13. The procedure adopted by the management is valid and according to principles of natural justice. The case of the workman are without any merit. In each above mentioned 14 cases, the award is given in favour of the management. Parties to bear their own cost. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 24 सितम्बर, 1999

का० आ० 2969:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे, भोपाल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-09-1999 को प्राप्त हुआ था।

[सं. एल० 41012/150/89/डी-2(बी)आई आर(बी-1)]

जी० राय, डैस्क अधिकारी

New Delhi, the 24th September, 1999

S.O. 2969.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of South Rly., Bhopal and their

workman, which was received by the Central Government on 23-7-1999.

[No. L-41012/150/89/D-2(B) IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (MP)

Presiding Officer Shri D. N. Dixit.

Case No. CGIT/LC/R/139/90

Shri Mohan Singh ... Appilcant

Versus

The Divisional Rly. Manager,
Central Railway,
Bhopal ... Management

AWARD

Delivered on this 19th day of August, 1999

The Government of India, Ministry of Labour vide Order No. L-41012/150/89/D-2(B) dated 15-5-90 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of the Permanent Way Inspector. (South) Central Railway, Bhopal in terminating the services of Shri Mohan Singh, S/o Shri Shyam Deo Singh is justified or not? If not, to what relief the workman is entitled for?”

2. The case of the workman is that he was engaged as a casual labour from 1981. He was sent for medical examination and on being declared fit was appointed as MRCL on 19-1-83 under PWI, Bhopal. He worked continuously under PWI Bhopal at different places till termination of service on 18-6-86. Prior to termination, the workman was not given any notice or chargesheet. He has also not been paid retrenchment compensation and wages in lue of notice. The action of the management is illegal and contrary to rules. The pretext on which the services of the workman have been terminated is that he has obtained employment by producing false card. This amounts to misconduct. For this misconduct the management has not held enquiry against the workman. Thus the termination of workman is illegal. The termination is also in violation of Sec. 25-F of the I.D. Act. The workman request to quash the order of termination dated 18-6-86 and to pay him back wages.

2945 GI/99—12

3. The case of the management is that the workman has produced fake service card and obtained employment with the management. When this fact was detected, the workman was given a notice to show cause why action should not be taken against him for producing a bogus card. The workman did not reply to the show cause notice. The fact of non-reply of notice was that by implication the workman admitted the charge of the management. The services of the workman were accordingly terminated from 18-6-86. The workman is not entitled to retrenchment compensation and wages in lue of notice. The prayer of the management is that award be given in their favour.

4. Admittedly obtained employment on bogus card is a misconduct. This cause a stigma on the character of the workman. A chargesheet was not given to the workman for this misconduct. Enquiry was also not held to prove the misconduct. The workman has been retrenched without an enquiry. This is against the principles of natural justice. An enquiry was mandatory to prove the misconduct of the workman. The absence of such an enquiry makes the termination order 18-6-86 illegal.

5. The workman has put in continuous work from 19-3-83 to 18-6-86. Thus it was essential for the management to give him notice of retrenchment or one months wages in lue of it. This has not been done by the management. The workman has not been paid retrenchment compensation. This again was mandatory. Thus the management has violated Sec. 25-F of the I.D. Act. On this account also, the termination of service from 18-6-86 is bad.

6. The management has arbitrarily dismissed the workman. It has not been shown that from the date of dismissal he was employed gainfully. Thus he is entitled to wages from the date of termination.

7. The contention of the workman is accepted. The award is given in favour of the workman. The order of termination dated 18-6-86 is hereby quashed. The workman is deemed to be in service of the management. The management do pay to workman wages and allowances from 18-6-86 till date in 3 months time from publication of award. If this is not done, the workman will be entitled to interest of Rs. 12% per annum on this amount. Management to pay Rs. 2000/- as cost to the workman.

8. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1999

SCHEDULE

का० आ० 2970.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइन्स लि० के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था ।

[सं० एल-43012/06/96-आई०आर० (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 22nd September, 1999

S.O. 2970.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal [Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workman, which was received by the Central Government on 22-9-99.

[No. L-43012/06/96-IR (Misc.)
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated, the 14th September, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.
C. R. No. 187/97

I PARTY

Sri Prabhakaran,
Rep. by the Treasurer,
BGM Workers Anna Trade
Union,
KGF No. 2, M-Block,
Champion Reef,
K.G.F.

II PARTY

The Managing Director,
BGML,
Suvarna Bhavan, Oorgauni, P.O.
K.G.F.-563 120.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/6/96/IR (M) dated 17-11-96 on the following schedule :

"Whether the management of Bharat Goldmines Ltd. is justified in dismissing Shri Prabhakaran PE No. 122434 w.e.f. 9-6-1995? If not, to what relief the workman is entitled to and from which date?"

2. This workman was dismissed from service after holding a domestic enquiry on the allegation of theft to gold which is a misconduct under 20(b)(34) of the Companies Standing Orders. Ex. M1 is the charge sheet dated 29-11-94 which reads as follows :

"It is reported that, you had indulged in an act of theft of employer's property, in that on 24-11-94, when Sri Solaiappan GD Watchman No. 48 searched you at Henry's Main gate at about 2-30 p.m., he had found one brown coloured pant being rolled and kept under your left arm pit and when he put his hand to take out the same, he felt something hard hidden inside the pant. Fearing that you will be caught, immediately you have removed one plastic packet from the rolled pant and threw it by the side of the main gate room. Subsequently, you were taken inside the gate room and the packet was collected and opened in the presence of you and Sri Manuel, Duty Agent and others. The property was found to be GBQ pieces and was taken to Central Assay & Chemical Lab., along with you and weighed in your presence and found to be 164 grams. This act of yours amounts to unauthorised possession of company's property and stealing the same for wrongful personal gains."

3. The first party denied the allegation of charge vide his reply Ex. M2 dated 6-12-1994. Due to his denial a domestic enquiry was constituted where the enquiry officer gave a finding against this workman.

4. The first party in his claim statement has denied the contents of the charge and according to him with by some ulterior motive, the concerned G. D. watchman, Solliappan has managed to foist a false case of theft.

5. The second party in their counter statement have contended that the allegation of theft being detected by the G. D. watchman, the management took all necessary steps to issue charge sheet, to give police complaint and thereafter to initiate domestic enquiry. The E. C. conducted the DE in all fairness and the proved fact of theft is a serious misconduct, this workman was dismissed from service.

6. Initially we have framed a preliminary issue to give a finding on the validity of DE. After recording the evidence of the Enquiry Officer and this workman analysing the evidence, this tribunal gave a finding on this issue in favour of management.

7. Shri KVS. the learned advocate for the first party, has contended that a false case was foisted against this workman and therefore, the allegation of charge requires re-examination. The learned advocate

further submitted that the second party was in the habit of foisting false cases against the workman with a view to get rid of them which is another type of method to bring the excess manpower in that concern.

8. Against this submission Shri TRR, the learned advocate for the second party, has submitted that there cannot be any occasion for foisting a false case against this workman and since he has found carrying GBQ pieces in a pant which was folded and held by him and being apprehensive that he will be apprehended he threw the plastic bundle which was in his position and after gathering the same by the watchman he was kept under surveillance and later the necessary action was taken. Therefore, it is the contention of the learned advocate that the allegation of theft having proved there could not be any punishment except the punishment of dismissal.

9. We held the validity of domestic enquiry in favour of the management. Consequent to this the report of the enquiry officer supposed to be passed on the available evidence which does not require any interference. If the first party is able to show that the report of the enquiry officer is a perverse order then only this tribunal get the jurisdiction to examine the evidence placed in the enquiry and the appreciation of such evidence by the Enquiry Officer. The first party is not able to demonstrate that the finding of the enquiry officer is a perverse order. We have also no material to appreciate the stand taken by the first party that a false case was foisted against him. Since the allegation of theft having proved, there cannot be any justification for the first party to urge that the management have not considered his previous service. In these circumstances we cannot impute any interestedness against the second party to dismiss the services of this workman.

10. Having regard to these facts and circumstances the following order is made :

ORDER

The second party justified in dismissing the services of this workman on a proved misconduct. The reference is answered accordingly.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1999

का० आ० 2971.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लि० के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था ।

[सं० एल-43012/07/93-आई० आर० (विधि)]

बी. एम. डेविड, धवर लखन

New Delhi, the 22nd September, 1999

S.O. 2971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workman, which was received by the Central Government on 22-9-99.

[No. L-43012/07/93-IR(Misc.)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated : 14th September, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 62/94

I PARTY

II PARTY

The President,
B.G.M. Association,
No. 545, Near Punjabi Quarters,
Oorgaum Post,
K G F -563 120.
The Managing Director,
Bharat Gold Mines Limited,
Oorgaum Post,
K G F-563 120.

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-43012/7/93-IR(Misc.) dated 29-7-94 for adjudication on the following schedule:

SCHEDULE

"Whether the management of Bharat Gold Mines Limited is justified in dismissing Shri Ravi Shankar, Mate of Nundydoorg Mines from 19-11-92? If not, to what relief Shri Ravi Shankar is entitled to and from which date?"

2. The concerned workman is Ravi Shankar. He was dismissed from service w.e.f. 19-11-92 after holding a Domestic Enquiry. The president of the B G M Association has espoused the cause of this Workman. The Charge Sheet issued on 27-2-92 as per Ex M-2. The Charge Sheet is issued on the basis of a case Registered against this workman alongwith two others, by name Prakash Shetty and M. Lawrence.

3. The Sub-inspector of Marikuppa, P.S, K G F is the Complainant. According to the complaint the Police have searched the House of this workman on 22-1-92 and found GBQ powder weighing 8½ kgs. and

Gold and Copper mixed ingot of 90 gms. After his arrest on his statement they have arrested Prakash Shetty and recovered Gold ingots weighing 86 gms. and 93 gms. respectively. Later they have arrested one Lawrence and recovered a Gold ingot 150 gms. from him. Therefore a common allegation was made that this Workman has stolen the Gold from Golconda shaft and committed an offence of theft.

4. The contents of the charge was also made on the averments made in the complaint.

5. This workman has denied the allegation in total. Therefore the I party conducted a Domestic Enquiry by appointing MW 1 as an Enquiry Officer. The workman participated in the Domestic Enquiry, the management examined the Police witnesses from the rank of DSP, Police Inspector, ASI and the Police Constables who assisted in this investigation. The Mahazir witnesses were also examined. The Enquiry Officer on the assessment of the evidence came to the conclusion that this workman has committed misconduct under standing Order No. 20(b) (34) and (28). The management accepted the report and after giving an opportunity they have dismissed the workman from the service. This order was accepted by the Chairman in the appeal.

6. This workman initially questioned the validity of Domestic Enquiry. As it regards to the merits of the case it is his contention that the management would not have conducted a Domestic Enquiry on the line permitted by the Police department which resulted in a charge sheet. It is further contended without independent material only on the Police papers, conducting of a Domestic Enquiry is bad in law.

7. The II party in their Counter Statement have justified the validity of Domestic Enquiry and also contended that the offence committed by this workman was quite grave in nature as he is indulged in committing an offence of stealing and keeping the employers property and since the said misconduct was proved in the Domestic Enquiry, the Order of dismissal does not call for any interference.

8. Initially we have framed a preliminary issue to give a finding on the validity of Domestic Enquiry. On the assessment of materials placed by both the parties we gave the finding in favour of the Management.

9. Shri K. V. S. the learned Advocate for the I party has submitted that the management was not justified in conducting a Domestic Enquiry on the basis of a complaint filed by the concerned officer, with regard to finding of the Golden Articles from his house. The further contention of learned Advocate is since this workman alongwith two others was found to be not guilty by the judgement of the Criminal Court in CC No. 1400/92, this benefit shall be given in favour of this workman. In support of this contention the learned advocate has relied a recent judgement of the Supreme Court in Capital M. Paul Anthony v/s. BGML reported in 1991 1 LLJ (SC) 1094.

10. The management ordered for conducting a Domestic Enquiry on the basis of a investigation made by the Police independently. The II party have taken into consideration that this workman was working in

the company and the possession of Golden Articles found in his house was not being his own property, on the presumption, that these articles either stolen by this workman or with connivence of some others he was in Physical possession, therefore he has committed a misconduct under standing orders of the Company.

11. Shri K. V. S. the learned Advocate further submitted that the report of the Enquiry Officer is nothing but a perverse order and therefore a punishment passed on that order is legally unsustainable. In support of this submission the learned advocate has submitted that the witnesses who have been examined in the Criminal case and in view of the fact that the learned Magistrate acquitted this workman on all the charges levelled by the prosecution, the finding in the Criminal case required to be accepted.

12. It is no doubt that these witnesses were examined in the year 1992 where as the judgement of the Criminal Court is pronounced is on 24-11-97

13. The law is well settled that there is no bar in simultaneous actions against delinquent i.e. conducting Domestic Enquiry before the Criminal Case is decided is not a bar. If a substantial question of law and fact are involved the Domestic Enquiry may be postponed till the conclusion of the Criminal case. But this was found to be neither possible nor advisable, to evolve or a piece of strigent jacket formula, valid for all cases under general application, without regard to the particularities of the individual situation.

14. The Enquiry Officer has appreciated the evidence as it was placed before him where the evidence for the management consisted of all witnesses starting from DSP and PSI and constables. The Enquiry Officer found that they are uninterested witnesses and therefore the evidence required to be given credence and therefore he has accepted the evidence though the Mahazir witness has not supported the case of the Police.

15. Further, the evidence of prosecution was recorded during 1997. All these witnesses have not supported the case of the prosecution. The Police witnesses were not examined before the Magistrate. Therefore the learned Magistrate had no other go except passing an order of acquittal under Section 248(1) of Criminal Procedure Code.

16. Therefore we cannot analyse the evidence placed before the Enquiry Officer and the Court.

17. The judgement relied by Shri K. V. S. and referred to above does not apply to the facts and circumstances of this case. In the above judgement some peculiar circumstances of the case was taken into consideration by the Hon'ble Supreme Court as the workman has not participated in the Domestic Enquiry as subsistence allowance was not paid to him and also he was sick and staying at Kerala. Therefore the above case is not comparable to the facts and circumstances of this case. Therefore I do not find that the

management have committed any blunder in passing an order of dismissal. In view of these facts and circumstances the following order is made.

ORDER

18. The management are justified in dismissing the service of this workman on the proved misconduct. The reference is answered accordingly.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1999

का० आ० 2972.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लि० के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एल-43012/04/93-आई०आर० (विविध),

सं० एल-43012/05/93-आई०आर० (विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd September, 1999

S.O. 2972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workman, which was received by the Central Government on 22-9-99.

[No. L-43012/04/93-IR(Misc.),
No. L-43012/05/93-IR(Misc.)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated : 14-9-1999

PRESENT:

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 13/94

I PARTY :

The Secretary
Bharat Gold Mines Employees
Union (CITU)
K.G.F.

II PARTY :

The Managing Director
Bharat Gold Mines Ltd.,
K.G.F-563 120.

C.R. No. 14/94

I PARTY :

The Secretary
Bharat Gold Mines Ltd.,
Union (CITU)
K.G.F.

II PARTY :

The Managing Director
Bharat Gold Mines Ltd.,
K.G.F. 563 120

COMMON AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred the following disputes for adjudication vide their reference Numbers :

C.R. No. 13/94

No. L-43012/4/93-IR(Misc.) dated 3-2-1994.

SCHEDULE

"Whether the action taken by the Bharat Gold Mines Ltd. in terminating the services of Shri Paulraj is justified? If not, to what relief Shri Paulraj is entitled to and from which date?"

C.R. No. 14/94

No. L-43012/5/93-IR(Misc.) dated 3-2-94.

SCHEDULE

"Is the management of BGML justified by dismissing the services of Sri Muniswamy, underground general labourer of chigargunta Project? If not, to what relief the workman is entitled to and from which date?"

2. Both these workmen were charged for breach of standing order 20(b)(34) of the Company. Since the allegation of detecting the stolen articles confines to an event took place on 11-1-92 about 10.30 PM, we have decided to pass an common award to avoid repetitions.

3. The concerned workman in C.R. No. 13/94 is Paulraj. The workman in C.R. No. 14/94 is Muniswamy.

4. The schedule in both references related to the justification of the management in dismissing the services of these two workmen.

5. At the relevant point of time both these workmen were working at Chigargunta Project as underground workers. On 11-1-1992 both these workmen along with others were returning after completion of their second shift work in the mines to KGF. At that time at a particular point, the said buses was stopped by the crime section team for searching the inmates of the bus to detect of any gold theft. The show cause notice Ex. M1 connected to Paulraj shows that when the bus was stopped one Doraiswamy GD Havildar

saw this workman throwing a handkerchief bundle outside through the window of the bus. This bundle contained about 300 grams of GBQ pieces and powder.

6. As it regards to Muniswamy, the allegation in Ex. M2 is that the same Doraiswamy GD Havudar No. 3 saw this workman taking out a bundle from his basket and immediately he was caught red handed. It also contained mixture of GBQ pieces and powder weighing 250 grams.

7. The workman in their reply Ex. M3 and Ex. M4 respectively have denied the charges in toto. The enquiry officer was appointed and he has conducted an enquiry and gave two separate findings which are against these workmen. The management accepted the findings and after giving show cause notices against the action proposed have ultimately dismissed the services of the above workmen w.e.f. 10-8-92.

8. The above workmen in their claim statement questioned the validity of DE and also a report of enquiry officer and consequent order of punishments. We have framed a preliminary issue to give a finding on the validity of DE. After appreciating the evidence of the enquiry officer and the contra evidence placed by these workmen a finding was given in favour of the management. Thereafter both disputes are posted for arguments to give a finding if there is any perversity in the findings and any victimisation and unfair labour practice committed by the second party have foisted a false case against these workmen which is evident on the fact that they cannot carry the articles spoken by the management witnesses in view of the fact when they left Chigargunta Project they are being searched by the concerned watch and ward and therefore, there could not be any impediment for this tribunal to hold that the defence of the workmen is acceptable. The learned advocate further submitted that the second party to prove the charges have relied on the watch and ward staff, who are interested in implicating these workmen but the enquiry officer has conveniently given up the evidence placed by the defence to prove the innocence and therefore, the findings of the enquiry officer is nothing but perverse. Against this submission the contention of the learned advocate for the second party is that the report of the enquiry officer is not suffers from any perversity and the same is based on legal evidence.

9. The learned advocate for the workmen has produced a judgement of the Additional JMFC at KGF referred in CC No. 1406/92 registered against both workmen. The concerned order sheet discloses that these workmen are discharged on a common direction made by the Hon'ble Supreme Court of India in WF (C) 1128/86 dated 1-5-1996. However, this order discharge is of no avail to these workmen.

10. The records of domestic enquiry file contains the evidence of management witnesses and also the evidence of the defence witnesses examined on behalf of the workmen.

11. On a perusal of the findings of the enquiry officer, he has taken note of the evidence of the witnesses in short form. It shows the management examined 9 witnesses and 3 witnesses were examined on

behalf the workmen. The evidence of the management witnesses, though not uniform, it corroborates with each other only to the extent that these two persons were caught in the manner explained in the charge sheet. On behalf of the workmen three witnesses who are travelling in the said buses were also examined. They have stated that these workmen were not carrying anything nor anything was thrown out through the window of the bus but this watch and ward people while asking everybody to get down they implicated these two workmen as having found one throwing the bundle and another attempting to throw the bundle.

12. The enquiry officer finds that the defendants have not established their innocence even though adequate chances and opportunities were given to them. The enquiry officer also holds there are lot of inconsistency in the statement of defence witnesses. These defence witnesses were not cross examined by anybody. Not even an attempt was made to contradict their statement. When this being the case the enquiry Officer failed to consider the evidence of the defence witnesses except making a statement that there are inconsistency in their evidence. This observation does not solve the problem. Therefore, there is no impediment to hold that the report of the enquiry officer is a perverse order. The enquiry officer also failed to note that when these workmen were searched in the mines from where they are coming, there is no material on these two persons who are carrying this articles after they left the mines. There is no corroborative evidence of the bus drivers atleast to know that the first bus stop in any place where there is likelihood of receiving these articles from some other persons.

13. In view of this factual errors the report of the enquiry officer cannot be accepted as an order passed by examining the legal evidence. In the result I make the following order:—

ORDER

The management are not justified in dismissing the services of Paulraj and Muniswamy. Consequent to this the order of dismissal is hereby set aside. The second party are directed to reinstate these workmen to the post they held before their dismissal. However, taking into consideration the financial hardship this company is facing, the second party are directed to pay 25 per cent of the back wages to these workmen. The references are answered accordingly.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 23 सितम्बर, 1999

का० डा० 2973—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाबाडिया आपरन श्री प्रोजेक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, संबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अप न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-9-99 को प्राप्त हुआ था।

[सं० एल-26012/3/95-आई० आर० (विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 23rd September, 1999

S.O. 2973.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal|Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bailadila Iron Ore Project and their workman, which was received by the Central Government on 23-9-99.

[No. L-26012|3|95-IR(Misc.)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (M.P.)

Shri D. N. Dixit, Presiding Officer

Case No. CGIT|LC(R) (135)|95

Shri B. D. Mohanachari,
Represented through
The Secretary
Bastar Khadan Mazdoor Union,
Qr. No. 2|B,
New Colony,
Post Kirandul,
Distt. Bastar,

.. Workman.

Versus

The General Manager,
Bailadila Iron Ore Project,
Deposit 14
Post Kirandul
Distt. Bastar.

.. Management.

AWARD

Delivered on this 17th day of August, 1999.

1. The Government of India Ministry of Labour, vide its Order No. L-26012|3|95-IR(Vividh), dated 14-7-95 has referred the following dispute for adjudication by this Tribunal :

SCHEDULE

“Whether the action of the management of Bailadila Iron Ore Project Deposit No. 14, Kirandul in deducting Rs. 127.85 from the salary of Shri B. D. Mohanachari, Carpenter, from the month of January, 1994, is lawful and justified? If not, to what relief the workman is entitled to?”

2. The workman remained absent from 9-11-98 continuously. It seems that he is not interested in pursuing the present case. The Award is given in favour of the management. Parties to bear their own costs.

3. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer.

नई दिल्ली, 23 सितम्बर, 1999

का० आ० 2974.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बालाडिला आयरन ओरी प्रोजेक्ट के प्रबंधन के संबंध विवादों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण/अथ न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-9-99 को प्राप्त हुआ था।

[सं० एल-26012|10|95-आई०आर० (विधि)]
बी० एम० डेविड, अवर सचिव

New Delhi, the 23rd September, 1999

S.O. 2974.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal|Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bailadila Iron Ore Project and their workman, which was received by the Central Government on 23-9-99.

[No. L-26012|10|95-IR(Misc.)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (M.P.)

Shri D. N. Dixit.—Presiding Officer.

Case No. CGIT|LC(R) (176)|95

Late Shri R. N. Patro
Represented through
The Secretary,
Bastar Khadan Mazdoor Sangh
Qr. No. 2|B,
New Colony,
Post Kirandul,
Distt. Bastar,

.. Union.

Versus

The General Manager,
Bailadila Iron Ore Project,
Deposit No. 14,
Post Kirandul,
Distt. Bastar.

.. Management.

AWARD

Delivered on this 17th day of August, 1999.

1. The Government of India Ministry of Labour, vide its Order No. L-26012|10|95-IR (Vividh) dated 29-9-95 has referred the following dispute for adjudication by this Tribunal :

SCHEDULE

Versus

"Whether the action of the management of N.M.D.C. Ltd. in relation to their Bailadila Iron Ore Project Deposit No. 14 in not considering for employment to the dependent of Late Shri R. N. Patro in terms of Clause 19.2 of the Memo of Settlement dated 23-8-80 is lawful and justified? If not to what relief the dependent of Late Shri R. N. Patro is entitled to?"

The General Manager,
Bailadila Iron Ore Project,
Deposit No. 14,
Post Kirandul,
Distt. Bastar.

.. Management.

AWARD

Delivered on this 17th day of August, 1999.

2. The workman is continuously absent from Court from 13-7-98. It seems that the claimants are not interested in prosecuting the present case. The Award is given in favour of the management. Parties to bear their own costs.

3. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 23 सितम्बर, 1999

का० आ० 2975.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बालाडिला आयरन ओर प्रोजेक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-9-99 को प्राप्त हुआ था।

[सं० एल-26012/14/95-आई० आर० (विधि)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 23rd September, 1999

S.O. 2975.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bailadila Iron Ore Project and their workman, which was received by the Central Government on 23-9-99.

[No. L-26012/14/95-IR(Misc.)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (M.P.)

Shri D. N. Dixit.—Presiding Officer.

Case No. CGIT/LC(R) (85)/96

Shri I. D. Singh Yadav & P. R. Yadav
Represented through
The Secretary,
Bastar Khadan Mazdoor Sangh
Qr. No. 2/B,
New Colony,
Post Kirandul,
Distt. Bastar.

.. Union.

"Whether the action of the management of N.M.D.C. Ltd. BIOF Deposit No. 14, Kirandul in not departmentalising S/Shri I. D. Singh Yadav and P. R. Yadav is justified? If not, to what relief are the workmen entitled to?"

2. The workmen is continuously absent from Court from 13-7-98. He has not filed even a Statement of Claim. It seems that both the workmen are not interested in prosecuting the present case. The Award is given in favour of the management. Parties to bear their own costs.

3. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer.

नई दिल्ली, 22 सितम्बर, 1999

का० आ० 2976.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में इजिप्ट एयरलाइंस के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं० 1), मुम्बई, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-99 को प्राप्त हुआ था।

[सं० एल-11012/120/98-आई० आर (सी० I)]

वी०एस० ए०एस०पी० राजू, डेस्क अधिकारी

New Delhi, the 22nd September, 1999

S.O. 2976.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. I) Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Egypt Air Lines and their workman, which was received by the Central Government on 21-9-99

[No. L-11012/120/98-IR(C-I)]

V. S. A. S. R. RAJU, Desk Officer.

ANNEXURE

New Delhi, the 22nd September, 1999

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, AT MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer
Reference CGIT No. 35 of 1999

PARTIES :

M/s. Egypt Air Lines.

Versus

Their Workmen

APPEARANCES :

For the Management.—No appearance.

For the Workmen.—No appearance.

STATE : Maharashtra.

Mumbai, dated 27th day of August, 1999.

AWARD

The Central Government by its order dated 10-5-1999 has referred the following dispute between the management of M/s. Egypt Airlines and their workmen for adjudication by this Tribunal :

“क्या इजिप्ट एयर एम्पलाईज एसो. द्वारा प्रस्तुत मांगपत्र दि. 9-6-1997 (प्रति संलग्न है) में दी गई 25 मांगों में से सभी कोई मांग मान्य, उचित एवं न्याय संगत है यदि हां तो इस इनके संबंध में क्या निर्देश दिए जाने आवश्यक है”

On 26-8-1999 both the management and the Union on behalf of the workmen have filed their Joint Memo by post stating that the Union does not wish to pursue the above reference, on payment of 40 per cent increase in basic salary with effect from 6-1-1999 and wants to withdraw their Charter of Demands. The same is recorded. I perused the consent terms. When the matter was taken up for hearing on 27-8-1999, both the parties are absent.

An award is passed accordingly.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1999

का० आ० 2977.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ० सी० आई० के प्रवन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर-22 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 प्राप्त हुआ था।

[सं० एल-22012/88/96-आई०आर० (सी-II)]

वी० एस० ए० एस० पी० राजू, डैस्क अधिकारी

S.O. 2977.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore-22, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 22-9-99.

[No. 1-22012/88/96-IR(C-II)]
V. S. A. S. P. RAJU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 8-9-1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 213/97

I PARTY

Shri T. G. Sundara Ramamurthy,
C/o Regional Secretary,
FCI Executive Employees Union,
No 10, Mission Road, Bangalore.

II PARTY

The Sr. Regional Manager,
Food Corporation of India,
Pallavi Complex No. 10,
Mission Road,
Bangalore-27.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act 1947 conferred this dispute vide Order No. L-22012/88/96-IR(C-II) dated 10-3-99 on the following schedule :

SCHEDULE

- “Whether the action of the management of Food Corporation of India in denying promotion as Assistant Manager (Depot) to Shri T. G. Sundra Ramamurthy and the benefits accruing thereon is legal and justified? If not, to what relief the concerned workman is entitled?”
2. A short and important question that requires determination is :
- “Whether the benefit of promotion can be denied if the said order is not communicated to a workman before he is laying down his office due to attainment of the age of superannuation?”
3. The undisputed facts are that the first party who was working as Assistant Grade 1(D) was retired from service on 13-11-91 on attaining the age of superannuation. Meanwhile the zonal office of the second party issued an order dated 28-11-91 promoting this workman as Assistant Manager (Depot).
4. According to the first party he has not been made aware of this promotional order and therefore, he was compelled to retire as an Assistant Grade 1(D).
5. Having come to know about this his workman demanded the management to give retirement benefits as if that he has retired as Assistant Manager (Depot). The second party without considering the prayer of the first party appears to have passed an order on 10-4-1992 as per Ex. M8 modifying the promotion order.
6. The disputed facts as per the counter statement is that the order of the promotion was received at Bangalore Office on 29-11-91. The management sent one of the officers to

the residence of the first party and conveyed a message of his promotion and also advised him to come to the Regional Office on 30-11-91 at 10.00 AM to collect the Promotion/Posting Orders from the Regional Manager. It is further contended that the first party has not turned up and he was not available at Regional Office, till 1.30 PM on 30-11-91. Even he was not available at Whitefield Godown around 1.30 PM on 30-11-91. In fact the first party has not attended even the farewell function which was arranged for him and he has also not received his Memento, therefore, the order became infructuous as the first party deliberately avoided to receive the same.

7. In view of the limited question involved, this tribunal has not framed any additional issues. The parties are directed to lead their evidence on the points shown in the schedule. The second party who required to justify their action in depriving the promotion of this workman were directed to justify their action.

8. The second party examined one Assistant Manager who is working in that establishment from last 34 years. This witness has stated that the first party was retired from service on 30-11-91 as an Assistant Grade I as per Ex. M I. He was promoted as an Assistant Manager (Depot) w.e.f. 28-11-91 as per Ex. M2. The said order was received on 29-11-91 at Banagolre Office. Immediately all efforts were made to contact the first party. He was working at Whitefield at that time. It was also found that he was on leave on 29-11-91. Therefore, this witness located his house at about 6 PM and informed the order of promotion and instructed him to take charge of the post on 30-11-91 at about 10.30 AM. It is his further evidence that the first party has not turned up till 12.30 noon. He went to District Office and he found the absence of the first party even in his farewell function. In fact in anticipation of accepting the promotion the second party has made an office order dated 30-11-91 in supersession of the earlier office order dated 26-11-91 thereby designated this workman as Assistant Manager (Depot) and ordered for retirement on attaining the age of superannuation on 30-11-91 A/N.

9. Indeed the first party in the cross-examination has admitted that MW1 came to his house on 29-11-91 and informed him about his promotion. He has also admitted that MW1 informed him to receive the promotion order in the office. On 30-11-91 he was working in the Depot situated at Whitefield therefore, he could not go to the Regional Office to collect his promotional order. He further deposed that he was thinking that the promotion order will be delivered to him.

10. This case presents peculiar circumstances. In these circumstances it is very difficult to accept the fact how this workman slept over his rights to have the benefit of promotion order and consequent monetary benefits. Though it was not a difficult task for him to accept the promotion, why he has not accepted and raised an Industrial Dispute to get this benefit which was not denied to him. It is also not known why the second party have not agreed to extend this benefit immediately after 30-11-91 and deprived his right. Ex. M9 is an office order made by Assistant Manager wherein the original order of promotion was returned to Zonal Manager as this workman has not claimed his promotion. Therefore, it is stated that the superannuation order has been revised of changing the post in which the earlier office order Ex. M2 was maintained.

11. The second party except giving the factual antecedents, they have not placed any rule or law to justify that non-receipt of the promotion order, in the peculiar facts and circumstances discussed above will deprive the right of workman. Since the burden is on the second party and they failed to justify their action, the following order is inevitable.

ORDER

The second party are not justified in denying the promotion and consequent benefits accruing thereon to the first party. Therefore, the second party are directed to recognise the promotion w.e.f. 30-11-91 as an Assistant Manager (Depot) and pay all benefits accrued thereon as if this workman has retired from service by holding the post of Assistant Manager (Depot). The reference is answered accordingly.

JUSTICE P. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 सितम्बर, 1999

का० अ० 2978.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डल्यू० सा० एल० के प्रबन्धतंत्र के संदर्भ नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एल-22012/86/91-आईआर (सी-II)]

वी० एस० ए० एस० पी० राजू, डेस्क अधिकारी

New Delhi, the 28th September, 1999

S.O. 2978.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C.L. and their workman, which was received by the Central Government on 22-09-99.

[No. L-22012/86/91-IR(C-II)]

V. S. A. S. P. RAJU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Presiding Officer—Shri D. N. Dixit.

Case No. CGIT/LC/R/43/93

Shri Durga Prasad, S/o Bino, Tub Loader,
Damua Colliery represented by
Regional Genl. Secy. LJCMMU (CITU),
PO Damua, District Chhindwara (MP).

Applicant

Versus

M/s. Western Coalfields Ltd.,
Kanhaan Area in relation to
Damua Colliery.

.. Non-applicant

AWARD

Delivered on this 1st day of September, 1999

1. The Government of India, Ministry of Labour vide Order No. L-22012/86/91-IR(C.II) dated 16-2-93 has raised the following dispute for adjudication by this tribunal—

“Whether the action of the management of M/s. Western Coalfields Ltd., Kanhaan Area, Damua Colliery, Chhindwara (MP) in not allowing the ex-tub-loader Shri Durga Prasad Sahu, S/o Shri Bino, PO Damua, District Chhindwara to join the duty is justified? If not, what relief the concerned workman is entitled to?”

2. The workman remained absent continuously from 4-3-98. It seems that he is not interested in prosecuting the present case. The award is given in favour of the management. Parties to bear their own cost.

3. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 28 सितम्बर, 1999

का० आ० 2979.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उक्त सी० एन० के प्रवन्धतंत्र के संवद्ध नियोजकों और उनके कार्यकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचायत का प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एज-22012/186/93-आई०आर० (बी-II)]
बी०एस०ए०एस०पी० राजू, डेस्क अधिकारी

New Delhi, the 28th September, 1999

S.O. 2979.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on the 22-9-99.

[No. L-22012/186/93-IR(C-II)]
V. S. A. S. P. RAJU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT, JABALPUR (MP)

Presiding Officer—Shri B. N. Dixit.

CASE NO. CGIT|LC|R|189|93

Shri Ram Singh,
S/o Shri Chacha,
Rakhikol Colliery,
WCL, Kanhan Area,
Distt. Chhindwara (MP) .. Applicant

Versus

Management of Rakhikol
Colliery, WCL,
PO Rakhikol,
Distt. Chhindwara .. Non-applicant

AWARD

Delivered on this 1st day of September, 1999

1. The Government of India, Ministry of Labour, vide order No. L-22012/186/93-IR(C-II) dated 13-9-93 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of Rakhikol Colliery of WCL, Kanhan Area PO Rakhikol Distt. Chhindwara in dismissing Shri Ram Singh S/o Chacha D.P.R. from services w.e.f. 26-6-89 is justified? If not, what relief the worker is entitled to?”

2. The case of the workman through Union is that he has worked for about 17 years with good record.

The management wanted to reduce work force and as such without any reason, the services of the workman has been terminated. No charge sheet was given to the workman and he did not face any enquiry. The order of retrenchment has also not been given to him. The punishment awarded is excessive. The management has obtained thumb impression of the workman and misused this paper for their own benefit. The workman wants that his termination of service order be quashed and he be reinstated. The workman also claims back wages and allowances.

3. The case of the management is that the workman was in the habit of abstaining without leave or intimation. In the year 1988, he was continuously absent. A chargesheet was given to him on 27-3-89 for unauthorised absence. The workman never replied to this chargesheet. A departmental enquiry was held against the workman. The workman appeared before the Enquiry Officer on 15-5-89 and admitted the charges. As a measure of caution in spite of admission by the workman, the evidence about his absence was recorded in the presence of the workman by the Enquiry Officer. The workman was given an opportunity to cross-examine the witness. The Enquiry Officer found the workman guilty of the charge and submitted his report. The competent authority dismissed the workman from service by order dated 23-6-89. Thus the enquiry was held and in spite of the admission of the workman, the evidence was recorded and it was found that the workman was in a habit of remaining absent without leave and permission. The punishment imposed upon the workman is just and proper. The management wants that award be given in favour of the management.

4. By order dated 5-2-96 this court has found that the DE conducted against the workman is fair, proper and legal. The court has decided issues No. 1 and 2 in favour of the management.

5. The chargesheet dated 27-3-89 states that the workman remains absent both of the time without leave and permission. In the year 1987, he reported for duty for 48 days and in the year 88, he was present only on 32 days. On 15-5-89, the workman appeared in the Enquiry and admitted that he remained absent in the year 1987 and 1988 without leave. This fact is recorded in the order sheet of the DE which is Exhibit M-8. In spite of this, the DE officer recorded the statement and management witnessed Shri Kishorilal Head Clerk of the colliery and produced the document in the years 87 and 88. The witnesses were tendered for cross-examination. Again the workman was examined and he again repeated that he is habitual absentee. The workman could not explain the reason for continuous absence in the year 87 and 88. reason for continuous absence in the years 87 and 88.

6. The DE officer found the workman guilty of the charge and submitted his report. On perusal of evidence of Shri Kishorilal, Head Clerk of the colliery, it is clear that the workman reported for work in the year 1987 for 48 days and in the year 88 for 32 days. The workman has not applied for leave of absence nor

has submitted medical certificate to support his contention. He has pleaded guilty of the charge. By evidence adduced by the management, it is amply clear that the attendance of the workman in the years 87 & 88 was very poor. The workman has not given explanation about his absence. He has also not explained why he did not apply for leave when he was ill or his family members were ill. Thus the DE officer rightly held workman guilty of the charge framed against him.

7. The conditions of service required that every employee should obtain leave for absence. The habitual absence is a serious misconduct. The punishment of removal is proportionate to the misconduct committed by the workman. The order of termination from service of the workman is just and proper. It does not call for any interference.

8. The Union is trying to take the shelter that the workman is illiterate and he belongs to ST and hence a lenient view be taken. It is usual for the employees to take these grounds to gain the sympathy of the court. These grounds are not sufficient to condone the misconduct of the workman. It is amply clear that the workman is habitual absentee. This fact cannot be denied by the Union. He deserves no leniency. The arguments of the Union are without merit.

9. The award is given in favour of the management. Parties to bear their own cost.

10. Copies of the award be sent to the Ministry of Labour, Govt. of India.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 28 सितम्बर, 1999

का० आ० 2980.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू० सी० एल० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एल-22012/196/90-आई०आर० (सी-II)]

बी०एस०ए०एस०पी० राजू, डेस्क अधिकारी

New Delhi, the 28th September, 1999

S.O. 2980.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W. C. L. and their workman, which was received by the Central Government on 22-9-99.

[No. 1-22012/196/90-IR(C-II)]

V. S. A. S. P. RAJU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JABALPUR (M. P.)

Presiding Officer—Shri D. N. Dixit.

CASE NO. : CGIT/LC/R/200/90

Shri Vijay,
Represented through
The General Secretary,
M. P. Koyla Khada Mazdoor
Panchayat (H.M.S.),
Post Junnardeo,
Distt. Chhindwara

.. Union

Versus

The General Manager,
Western Coalfields Ltd.,
Fathakhara Area,
Post Pathakhara,
Distt. Betul (M. P.)

.. Management

AWARD

Delivered on this 16th day of August, 1999

1. The Government of India, Ministry of Labour vide Order No. L-22012/196/90 IR (C-II) dated 10-10-94 has referred the following dispute for adjudication by this tribunal :

SCHEDULE

"Whether the action of the management of Western Coalfields Ltd., Pathakhara, Area in terminating the services of Shri Vijay, S/o Sukh-nandan, Tub loader Ticket No. 2765 of Shobhapur Mines, without any departmental enquiry chargesheet or notice of termination etc. is correct? If not, to what relief the worker is entitled to get and from which date?"

2. The Union remained absent on 23-7-98, 11-9-98, 22-2-99, 23-4-99 and 6-8-99. It seems that the Union is not interested in prosecuting this case. The Award is given in favour of the management. Parties to bear their own costs.

3. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 28 सितम्बर, 1999

का० आ० 2981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू० सी० एल० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एल-22012/223/94-आई०आर० (सी-II)]

बी०एस०ए०एस०पी० राजू, डेस्क अधिकारी

New Delhi, the 28th September, 1999

नई दिल्ली, 28 सितम्बर, 1999

S.O. 2981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C.L. and their workman, which was received by the Central Government on 22-9-99.

[No. L-22012|223|94-IR(C-II)]
V. S. A. S. P. RAJU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (M.P.)

Presiding Officer—Shri D. N. Dixit.

CASE NO. : CGIT|LC|R|151|94

Shri Kishore,
Represented through
The General Secretary,
K.K.M.P. (H.M.S.)
Junnardeo
Distt. Chhindwara,

.. Union.

Versus

1. The General Manager,
W.C.L.,
Pench Area,
Distt. Chhindwara,
2. The Mining Supdt.,
Mahadev Colliery,
W.C.L.,
Pench Area,
Distt. Chhindwara

.. Management

AWARD

Delivered on this 16th day of August, 1999

1. The Government of India, Ministry of Labour vide Order No. L-22012|223|94|IR (C-II) dated 28-9-94 has referred the following dispute for adjudication by this tribunal :

SCHEDULE

“Whether the action of the management of Mining Superintendent|Manager, Mahadev Puri Mine, Western Coalfields Ltd., Pench Area, is justified in terminating the services of Shri Kishore, Tub Loader, Mahadev Colliery vide order dated 17-10-92? If not, to what relief the concerned workman is entitled to?”

2. The Union in this case did not appear on 23-7-98, 11-9-98, 22-2-99, 23-4-99 and 5-8-99. Continuously from 23-7-98 the Union is absent. It seems that the Union is not interested in prosecuting this case. The Award is given in favour of the management. Parties to bear their own costs.

3. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

का० आ० 2982.—प्रायोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट प्रायोगिक विवाद में केन्द्रीय सरकार प्रायोगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं एल-42012|186/डी०बी०/द० 1-4-87]
वी०एम०एल०सी० राजू, डेस्क अधिकारी

New Delhi, the 28th September, 1999

S.O. 2982.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C.L. and their workman, which was received by the Central Government on 22-09-99.

[No. L-42012|186-D.V./dt. 1-4-87]
V. S. A. S. P. RAJU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (M.P.)

Presiding Officer—Shri D. N. Dixit.

Case No. CGIT|LC(R)|(27)|87

Shri S. R. Srivastava
S/o Shri A. P. Srivastava,
Near Court Building,
Reva, Mauganj,
Distt. Rewa (M.P.)

.. Workman.

Versus

1. The Senior Regional Manager,
Food Corporation of India,
Chetak Building,
Maharana Pratap Nagar,
Habibganj,
Bhopal.
2. The District Manager,
Food Corporation of India,
Rewa Road,
Sharda Building,
Satna (M.P.).

.. Management.

AWARD

Delivered on this 25th day of August, 1999.

1. The Government of India, Ministry of Labour vide Order No. L-42012|186-D.V., dt. 1-4-87 has referred the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Sr. Regional Manager, Food Corporation of India, in imposing the penalty of removal from service on Shri S. R. Srivastava, A.G.II(D) w.e.f. 3-1-1985, is justified? If not, to what relief the workman concerned is entitled to and from what date?"

2. The case of the workman is that he was working as a Assistant Grade II at Waidhen Depot in the year 1980. He was transferred from this depot on 14-7-80. Shri A. B. Singh was Assistant Grade III at Waidhen Depot at the same time. The chargesheet was given to the workman on 26-11-80 in respect of disappearance of 130 bags of sugar. After 3 years another chargesheet dated 6-8-83 was given to the workman for the same misconduct. The Departmental Enquiry was held against the workman and he was found guilty of the misconduct. By order dated 3-1-85 the workman has been removed from the service. The workman submitted an appeal which has been rejected. The contention of the workman is that he has not received 130 bags of sugar. The procedure adopted was illegal and improper. The management withheld witnesses in the DE. The joint DE with Shri A. B. Singh is illegal and against principle of natural justice. The workman is not guilty of misconduct. The punishment of removal of service is totally unjustified and not warranted by facts and circumstances. The workman prays that Order dated 3-1-85 be quashed and he be declared in continuous service with the management. The workman also prays that back wages and allowances be given to him.

3. The case of the management is that the workman was Depot Incharge of Waidhen from July, 1979. The workman was responsible for proper upkeep, maintenance and accounting of the entire stock kept at this depot. Shri A. B. Singh has been posted in the same depot to assist the workman. The workman was responsible to control Shri A. B. Singh and to take work from him. On 9-7-80 130 bags of sugar weighing about 129.635 quintals were received at Waidhen Depot in Truck No. CPA 3415. The Truck Chit No. is 12982. At Waidhen Depot Check Memo No. 17431 showed that this much sugar was received on 10-7-80. Truck Chit No. 12982 is signed by Shri A. B. Singh for Waidhen Depot. The workman and Shri A. B. Singh misappropriated 130 bags of sugar and put the management to the loss of 130 bags. In the books of Accounts as mentioned Check Memo No. 17340 and 17432. Deliberately Check Memo No. 17431 has not been mentioned in the Stock Register. The omission of the workman to report to the management about non-receipt of 130 bags of sugar clearly establishes his misconduct.

4. The further contention of the management is that Departmental Facts Finding Enquiry was held and when it was confirmed that 130 bags of sugar were received at Waidhen Depot at 10-7-80 yet they were misappropriated then a chargesheet was given to the workman. In the same enquiry co-worker Shri A. B. Singh was also given the same chargesheet. The workman pleaded not guilty and contested the case. The Enquiry Officer found the workman guilty of the misconduct and submitted his report. The

Appointing Authority removed the workman from service. The same punishment has been given to co-worker Shri A. B. Singh. The procedure adopted in the DE is legal, valid and according to the principle of natural justice.

5. This Court by an Order dated 16-8-88 has held that the Domestic Enquiry conducted by the management is illegal and quashed the same. The management has been given permission to prove the misconduct of the workman in the Court.

6. The management has examined two witnesses in the Court to prove the misconduct of the workman. The first witness is Shri G. V. Kadam who was Assistant Manager Accounts in the Regional Office, Bhopal of the management. He has filed his affidavit in this Court and was cross examined by the Advocate of the workman. Shri G. V. Kadam has stated that he has conducted the internal audit of the stocks and records of Waidhen Depot from April, 1979 to March, 1982. In this time the workman was incharge of the Depot and custodian of the stock. Shri A. B. Singh was Assistant in this depot. This witness found that 130 bags of sugar were received at Waidhen Depot on 10-7-80 as per weight Check Memo No. 12962. This 130 bags of sugar though received at the Waidhen Depot on 10-7-80 was not taken in the Account of the Depot. The Stock Register does not show that 130 bags of sugar was received on 10-7-80 in the Depot. According to this witness 130 bags of sugar were misappropriated by the workman and his Assistant Shri A. B. Singh. This witness submitted his report to Senior General Manager, Bhopal.

7. In cross examination in para 10 this witness has stated that on the basis of receipt Shri A. B. Singh it is clear that 130 bags of sugar were received at the Waidhen Depot. Thus from the statement of this witness which is based on physical verification of stocks and records it is clear that 130 bags of sugar were received at Waidhen Depot on 10-7-80 and Weight Check Memo No. 17431 was prepared in this connection. Shri A. B. Singh subordinate employee of the workman has signed Truck Chit No. 12962 to the fact that he has received 130 bags of sugar. It has not been shown in the stock Register of Waidhen Depot. This witness has stated that this misappropriation by the workman and his assistant Shri A. B. Singh. There is nothing in record to disbelieve this witness. The cross examination of this witness not show any hesitation or confusion in his part. The witness is not enemical to the workman I believe this witness.

8. The second witness examined in this case is Shri J. A. Anthony. He has been cross examined by the Advocate of the workman on 26-10-94. He has stated that he held an enquiry against the workman and Shri A. B. Singh. He found that 130 bags of sugar was received by the workman at Waidhen Depot but the same was not shown in the Stock Register. Thus both of them misappropriated this sugar. He has given his report Ex. M9. This witness has conducted the Preliminary Enquiry. In fact he was examined because the workman in his

Statement of Claim was very emphatic that this witness be examined. He has conducted the Preliminary Enquiry which means that the management wanted to know the real facts so as to initiate a Disciplinary Inquiry. After full fledged enquiry was held the Preliminary Enquiry conducted by Shri Anthony has lost its importance. Thus the statement of Shri Anthony is not significant in the present matter. The Honourable Supreme Court of India supports my contention in the case reported in 1997 (1) Supreme Court Cases 2999.

9. It was the duty of the workman as Depot In-charge to keep the Stock Register up-to-date. He has handed one charge on 26-8-80, 130 bags of sugar was received on 10-7-80 at Waidhen Depot. This has not been shown in Stock Register. In physical verification also this 130 bags of sugar has not been found in the Godown. It was the duty of the workman to report the misconduct of his subordinate Shri A. B. Singh to the superior Authorities. The workman has never reported against Shri A. B. Singh in respect of 130 bags of sugar. Two presumptions are drawn by the conduct of the workman. Firstly he knew about the receipt of 130 bags of sugar on 10-7-80 and actively disposed of this sugar to his personal advantage. Secondly the act of disposal of 130 bags of sugar was done by Shri A. B. Singh and the workman kept quiet. In any case the management has suffered the loss of 130 bags and the responsibility of this loss is that of the workman as he was the Depot Incharge. Thus the workman has committed a misconduct. The misconduct of the workman was proved by the management.

10. The conduct of the workman Shri S. R. Srivastav shows that he with connivance of Shri A. B. Singh received 130 bags of sugar at Waidhen Depot of the Food Corporation of India on 10-7-80. Both these people with an intention to cheat the management did not take these 130 bags of sugar in the Stock Register and other documents. Thus both the workman and Shri A. B. Singh has committed misappropriation. Shri A. B. Singh has also been removed from service for this misconduct.

11. The workman has not examined himself in the Court. The explanation given by the workman is the final argument is that it is the duty of the management to prove he has misappropriated 130 bags of sugar. According to workman there is no need to examine himself. I do not agree with this argument. The workman has come to this Court. He is to prove that his removal from service is illegal and uncalled for. I fail to understand why workman should avoid his own statement in the Court. I draw adverse inference against the workman.

12. I find that the removal from service of the workman is legal and proper. The workman has no case. The Award is given in favour of the management. Parties to bear their own costs.

13. Copies of the Award be sent to Ministry of Labour, Government of India, as per rules.

D. N. DIXIT, Presiding Officer.

नई दिल्ली, 22 सितम्बर, 1999

का० आ० 2983 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल सिल्क बोर्ड के प्रबन्धन के संबंध में नियोजनों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एत-42012/115/94-आई०आर० (जी०यू०)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd September, 1999

S.O. 2983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Silk Board and their workman, which was received by the Central Government on 22-9-99.

[No. L-42012/115/94-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated : 15th September, 1999

PRESENT:

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 51/97

I PARTY

Shri Venkataramaiah
S/o Thimmaiah,
H. Nagasandra Post,
Kasaba Hobli, Gowribidanur
Taluk,
Kolar District, Karnataka.

II PARTY

The Member-Secretary,
Central Silk Board,
No. 35, United Mansion,
M.G. Road,
Bangalore-1.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-42012/115/94-IR(DU) dated 30-6-95 for adjudication on the following schedule.

SCHEDULE

"Whether the management of Central Silk Board is justified in refusing work to Shri Venkataramaiah, Casual Worker who has rendered

a services of more than 240 days to Central Silk Board? If not, to what relief he is entitled and from which date?"

2. On a reading of the points enumerated in the schedule, it gives a feeling that this workman has worked 240 days and the II party refused work.

3. The I party in his Claim Statement contended that he has continuously worked in the II party from 1979 till 30-6-87, on which day the II party refused work. His further contention is that he has been paid a monthly wages of Rs. 150 to Rs. 210 varying from month to month. According to him the refusal of work amounts to retrenchment. As the management have not followed the mandatory requirement of under Section 25(f) of the act, he is entitled for reinstatement, continuity of service, back wages, etc.,.

4. The II party in their Counter Statement have denied almost all the averments made by the I party except to the extent that the I party was engaged as a Casual Labour to assist in a project undertaken by the II party which is preparing disease Free Silk Worm, Eggs and Selling Scientifically tested laying to Farmers on subsidised rates for development of Sericulture Industry.

5. In this regard this workman worked for 181 days during the period covering 1-7-80 to 31-12-80 and upto 8-6-81. The total number of days he worked is less than 240 days and therefore there is no question of any refusal. It is further contended if the contention of the I party that he was discharged from work on 30-6-87, this dispute is belated and he is guilty of laches as admittedly, this dispute was raised in the year 1997 that is after a period of 10 yrs.

6. Since there was no scope for framing any additional issues the parties are directed to lead their evidence on the points enumerated in the schedule with liberty to agitate any other points relevant to the question which will be considered by the Tribunal.

7. The II party examined the Assistant Director as MW 1. This witness has stated in his evidence that at Gowribidanur they had Silk Worm Seed and preparation Centre, which was closed during 1989 as there was no production in that Centre. He has further deposed that the I party worked at Gowribidanur Centre from July 1980 to May 1981. He was a Casual Labour on daily wages under minimum wages Act. He has abandoned his work during May 1981. He has denied the contention that this workman worked for more than 240 days and also his contention that he has worked from 1979 to 1987. He has produced a Xerox copy of the Attendance Register in support of the evidence given by him.

8. There is absolutely no material elicited in the Cross-examination except a suggestion that the Unit at Gowribidanur was shifted to Vijayapura and this workman was refused work.

9. The I party in his evidence has deposed of the case made out by him in the Claim Statement. In the cross-examination he has stated that his appointments not by making any application and he denied almost all the questions which was spoken to by MW1 in the Ex-in-chief.

10. On the assessment of the evidence two points that required determination are the whether this workman worked from 1979 to 1987 as alleged by him. On this point the evidence is oath against oath. No supporting material is available. The I party has failed to make out a case that he has worked more than 240 days or from the year 1979 to 1987.

11. The II question is his nature of employment. It is admitted of no doubt that this workman was a Casual Labourer who has been engaged alongwith some other labourers in this project. In Ex. M-1 he is categorised under Casual Labourers and the number of days he worked in a given month is also shown. The I party is not able to show by calculating the number of days worked by him under Ex. M-1 comes to 240 days or more.

12. Having regard to these facts and circumstances the I party has not made out any case to justify the reason made in the Claim Statement. Added to this there is unreasonable delay in raising this Industrial Dispute which fact has not been properly explained. Therefore on both these amounts the contents of the I party is liable to be rejected. In the result I make the following order.

ORDER

13. The reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1999

का० आ० 2984.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय लोक निर्माण विभाग के प्रबन्धतंत्र के संशुद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एल-42012/35/95-आई०आर० (डी०यू०)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd September, 1999

S.O. 2984.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of C.F.W.D. and their workman, which was received by the Central Government on 22-9-99.

[No. L-42012/35/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated : 6-9-1999

PRESENT:

Justice R Ramakrishna, Presiding Officer.

C.R. No. 134/97

I PARTY :

Gopal, S/o Rangaswamy,
aged about 53 years,
residing at C/o. R. Chandranathan,
D. No. 55A, Rajendraprasad
Nagara (Machalibetta)
Jayabharathinagara,
3rd Cross, M. S. Nagar Post,
Bangalore-560 030.

II PARTY :

The Executive Engineer
Bangalore Central
Division II,
Central Public Works
Department,
Ministry of Urban
Development,
Government of India,
23/24, Infantry Road,
Bangalore-560 001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/35/95-IR (DU) dated 24-4-1996 on the following schedule:

SCHEDULE

"Whether the management of CPWD is justified in refusing employment to Shri Gopal? If not, to what relief the workman is entitled to?"

2. The first party in his claim statement has contended that he was appointed as a General Worker by the second party w.e.f. 8-4-1982 and he was allowed to work as a Watchman in NES Campus. He was drawing a wages of Rs. 750 per month. Later the second party vide order dated 10-9-85 absorbed two workmen who were working along with him and his case was not considered. He has also contended that the wages of Rs. 750 per month paid by the second party was against all norms and they have violated the legal principle of "equal pay for equal work".

3. It is his further case the second party refused employment w.e.f. 1-4-93 without assigning any reasons.

4. The action of the management against the mendatory provisions contained under Section 25F of the Industrial Disputes Act. Therefore, he has prayed for reinstatement as permanent workman, continuity of service, full back wages.

2945 GI/99—14.

5. The second party in their counter statement have denied the averments made in the claim statement on all material facts. Their contention is the first party was appointed on daily wages w.e.f. 12-11-82. He was engaged for the work of National Institute of Sports Campus (NIS). They have further contended though the NIS offered a regular employment this workman has not accepted for the reasons best known to him. However, due to non availability of unskilled works the department could not employed him. Their further contention is that there is a delay of 3½ years in raising an Industrial Dispute, therefore the dispute is not maintainable. It is their further contention that the first party was given an offer of employment but he has not accepted. They have denied the contention of the first party that he was removed from the roll of the second party from 1-1-90. It is their further contention the workman has not been engaged from 1-1-90 and it does not lead to refusal of employment or misconduct or retrenchment.

6. Since the points of dispute does not called for any additional issues, the parties are directed to lead their evidence on the points enumerated in the schedule. The second party examined an Executive Engineer as MW1.

7. This witness has stated that the CPWD is a service oriented department which is undertaking premier constructions of the Government. They undertook construction of NIS complex in Mysore Road of Bangalore City. The first party was engaged as an unskilled labour to take care of godown where Cement, Steel and other building construction articles were kept. The complex was given to several contractors indicating the volume of work they have to do. The required Cement, Steel was supplied by the CPWD.

8. It is his further evidence that the first party was appointed on 22-11-82. He left the services on 31-12-89. Ex. M1 is the appointment order. Ex. M2 is the last voucher of payment. Initially Rs. 10 was fixed as daily wages and while he was leaving the job it was Rs. 750 per month. They have paid all the wages as per Ex. M3.

9. The other two workmen referred in the claim statement was actually engaged by NIS. They were not under the control of the second party. They have recommended for employment of those workmen including the first party As per Ex. M5 they have not terminated the services of the first party. Except a legal notice dated 7-4-93 this workman has not approached them after 31-12-89. Nothing such was elicited in the cross examination which can be used for the benefit of this workman.

10. This workman was examined as VWI and he has deposed that he joined the duty in the year 1982 and he was recruited to work at NIS campus. First the second party was paying Rs. 150 salary and later it was enhanced to Rs. 750 per month. He was removed from service during 1993. In the year 1991 the second party absorbed Gangdhar Kumar who was working with him. In the cross examination he has admitted of no documents to show the continuity of

vice from 2-1-90 to 1993. He has also admitted that he was a Godown Watchman. He has further admitted that Gangdhar Kumar was appointed by ports department of NIS. He has also denied that though his name was recommended, he has not accepted the offer.

11. The discussion of the evidence now narrated above clearly shows that the first party has not made out a case that he has been removed from service and is entitled for absorption. The question of absorption is altogether a different question than what is sent for adjudication. Ex. M5 is the recommendation for absorption of this workman alongwith two others. The first party has conveniently remained silent on this point. In addition to this he has also not explained why he has raised this dispute after 3½ years from the time he stopped to work in the second party. The first party has also not made out a case that section 25F is attracted to the facts and circumstances of this case. Consequently I make the following order.

ORDER

The reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1999

का०आ० 2985.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वृद्धश्रीन केन्द्र के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एल-42012/62/88-डी०-II (बी)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd September, 1999

SO 2985.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Doordarshan Kendra and their workman, which was received by the Central Government on 22-9-99.

[No. L-42012/62/88-D.II(B)]

KULDIP RAI, VERMA, Desk Officer

ANNEXURE

BEFORE SHRI B. I. KAZI, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, GUJARAT, AHMEDABAD
Ref. (ITC) No. 16 of 1989

ADJUDICATION

BETWEEN

Doordarshan Kendra, Ahmedabad.

AND

The workmen employed under it.

In the matter of the termination of Shri Dalpathbbhai M. Vaghela, w.e.f. 17-11-87 by the Director (Engg.), Doordarshan Kendra, Ahmedabad.

APPEARANCES:

Shri Bhargav Joshi, Advocate, for the first party.

Shri V. K. Mashar, Advocate, for the second party.

AWARD

The above-mentioned industrial dispute between Doordarshan Kendra, Ahmedabad and the workmen employed under it has been referred for adjudication under Section 10(1) of the I.D. Act, 1947 to the Industrial Tribunal, Ahmedabad by the Desk Officer, Government of India, Ministry of Labour, New Delhi's Order No. L-42012/62/88-D.II(B) dated 1st February, 1989 as per the schedule given below:

"Whether the action of Director (Engg), Doordarshan Kendra, Ahmedabad in terminating the services of Shri Dalpathbbhai Monabbhai Vaghela w.e.f. 17-11-87 is legal and justified? If not, what relief the workmen is entitled to?"

2. After the receipt of the reference, a notice to file the statement of claim was issued to the second party concerned workman. The second party has submitted the statement of claim by Ex. 5. The brief facts of the statement of claim are that the second party workman was interviewed through the employment exchange and was selected and appointed from 1-1-1986 on the permanent post of helper in the first party-Doordarshan Kendra, Ahmedabad. The appointment order was taken back by the officer of the first party at the time of resumption of duty and not given back to the second party and he was posted in Engineering Department and the work of helper was taken from him, but subsequently the work of technical nature such as channel repairing, wiring intercom was taken from him. The second party was working under the Engineer's instruction and his duty hours were from 9 a.m. to 5 p.m. Alongwith others, the presence was marked and he was paid salary twice a month. The last salary drawn was of Rs. 425.09 ps. The daily rate was Rs. 16.33 ps. The labour legislations are applicable to the first party. The second party has worked from 1-1-1986 to 16-11-87 continuously without break. On 17-11-87 without assigning any reason the services of the second party workman were terminated by sending a letter addressed to the Regional Employment Officer and a copy thereof to the second party workman. Shri P. Selvaraj, Dy. Director (Engg.) called the second party in the chamber and orally told not to come on duty from 17-11-87. At the time of termination, no reasons were assigned, no notice or notice pay was given, the services were terminated arbitrarily, abruptly in cavalier manner, and without following the due process of law. The juniors to the second party workman were retained in service and new persons were recruited after the termination of the service of the second party workman. The said Engineering Department is still existing and the type of work which the second party workman was doing was also the same. It is submitted that the appointment was permanent in the post of helper. Shri P. Selvaraj told the second party workman to satisfy the demand of Rs. 5,000 otherwise, his services will be terminated. The second party workman being poor could not satisfy the demand and so his services were terminated. Thus the termination is illegal, mala fide and the action of the Dy. Director is arbitrary, high-handed, cavalier and corrupt. The workman has completed 240 days in a year. The second party workman served a notice on 23-11-87 to the first party, but did not reply to its dispute. Further he prays that Hon'ble Tribunal would be pleased to declare that the action of the first party in terminating the services of second party workman from 17-11-87 is illegal, unjust, uncalled for, arbitrary and without authority of law and also in utter violation of mandatory laws and further prays that the workman is entitled to reinstatement on his original post with back wages and continuity of service with all consequential service benefits and also to award cost of the reference.

3. The notice for the written statement was served. By Ex. 8, the first party has submitted the written statement. The brief facts of the written statement are that the claim made by the second party is incorrect and is not accepted by the first party. The first party is not an industry and I.D. Act is not applicable to Doordarshan Kendra. The first party is not with know of the position since he was not the appointing authority. In connection with the appointment order of the second party, as mentioned in para 1 is not correct and vague. Moreover the fact of not giving order by him and keeping in the record is not correct and vague. The second party was appointed as helper in the Engineering Department is incorrect and the work of intercom and channel repairing was done by him is incorrect and vague. The fact of working

of the second party at the sight of the first party is not correct, since he was not working for the first party. Whenever and wherever there is work of installation, the installation officer from the office of the Chief Engineer (West Zone) AIR and Doordarshan, Bombay engages the persons according to the requirement from the list obtained through respective exchange at his cost and risk during the work of installation. The second party was engaged by the officer of the Chief Engineer at Bombay and not by Doordarshan Kendra, Ahmedabad. There was a pre-condition with the Employment Exchange and the candidate recommended by the Employment Exchange that the workers engaged during the installation work will be discharged after the work is over. Thus the second party was engaged to work in the office of the first party. Since he was not the employee of the first party and was engaged by the installation officer from the office of the Chief Engineer (WZ) on casual basis at his cost and risk. The second party has no right to demand it from the first party. Thus the reference should be filed and disposed off. By Ex. 2, the Supdtg. Engineer, Doordarshan Kendra, Ahmedabad has sent the letter dated 1st March, 1989. The brief contention of that letter is that Shri Dalpathbhai Vaghela was engaged by the Installation Officer during the time of installation work of Doordarshan Kendra, Ahmedabad under the control of the Chief Engineer (West Zone), Bombay. Installation Wing of AIR and Doordarshan is responsible for the execution of Plan Projects of AIR and Doordarshan. They establish a purely temporary office at the project site. Casual labourers required for the completion of the project work are recruited by them through the Employment Exchange purely on temporary basis as and when required depending upon the requirement. Once the project work is completed their offices wound up and the services of the casual labourers are dispensed with. Under these circumstances the service of Shri Dalpathbhai M. Vaghela casual labourer was terminated. Doordarshan Kendra, Ahmedabad has not engaged Shri Dalpathbhai M. Vaghela for any work at the Kendra. The matter relating to the project work here are looked after by the Chief Engineer (WZ), AIR and DD, Bombay.

4. By Ex. 5 the second party has submitted the list of documents. Mark 9/1 is the xerox copy of letter dated 17-2-1985 given by the first party to second party. Mark 9/2 is the xerox copy of certificate given by the first party to the second party dated 13-3-1988. Mark 9/3 is the letter given by the first party to second party dated 19-9-87. Mark 9/4 is the xerox copy of certificate given by the first party to the second party dated 17-11-87. Mark 9/5 is the xerox copy of the order given by the first party to second party dated 17-11-87. Mark 9/6 is the letter given to the second party dated 2-1-1988. Mark 9/7 is the failure report dated 26-4-88. On this the representative of the first party has made an endorsement that there is no objection for the exhibition of Sl. Nos. 1 to 5 and 7 of the documents. Thus 9/1 is Ex. 17, 9/2 is Ex. 18, 9/3 is Ex. 19 and 9/4 is Ex. 20, 9/5 is Ex. 21 and 9/7 is Ex. 22. By Ex. 23, the second party has submitted further documents. 23/1 is the notice given by the second party to the first party dated 23-11-87, 23/2 is the AD slip signed by the first party, 23/3 is the pass given to the second party by the first party regarding reliance cup. By Ex. 31, the second party has submitted the list of documents which was submitted earlier as per Ex. 9 in the original form which is at Ex. 31/1 to 31/3.

5. By Ex. 40 the first party has submitted the list of documents. Mark 40/1 is the message received at FAX on 8-2-95 from CE (WZ) AIR and DD, Bombay. By Ex. 52 and 53 are also FAX message dated 8-2-95 from CE (WZ) AIR and DD, Bombay.

6. The second party is examined as per Ex. 14. By Ex. 25 the second party has closed their evidence. The first party has examined Shri Ambadas as per Ex. 33. The second party has given application as per Ex. 34 to issue summons to the office of the Chief Engineer, (Shri G. A. Parthasarathy, D.E. by name) who is examined as a witness. The tribunal has issued witness summons to Shri Parthaswamy. The first party has examined witness summons witness Shri Gandharv Kota Ramaswamy Apanga Parthaswamy as per Ex. 39. By Ex. 41 the first party has closed their oral evidence.

7. By Ex. 48 the second party has submitted the written arguments. The gist of the arguments is that the second party was appointed as helper, as a permanent employee from 1-1-1986. His name was sent by employment exchange

and interview was taken. One appointment letter was given which was taken back by the first party. He was repairing channel and was doing wiring of intercom. His duty hours were from morning 9 a.m. to 5 p.m. and his monthly pay was Rs. 425.10 ps. The second party has demanded revision in wages. So he was terminated illegally on 17-11-1987 by oral order. No compensation has been paid. A notice was given to the first party by Ex. 24, but no reply was given by the first party. Hence this reference was made. The statement of claim is filed by Ex. 5 and written statement by Ex. 8. The second party has submitted the list of documents by Ex. 9 and Ex. 23 which proves that the second party is the employee of the first party. The second party was orally examined by Ex. 14. It is stated in that evidence that the juniors are retained and overall control was with the first party and they were making internal transfer of the employees from one department to another. The witness of the first party states in cross-examination Ex. 33 that there are various departments in Doordarshan. Installation Department is part of Doordarshan. As the termination is illegal, the second party is entitled for the reinstatement with all the benefits. The first party is an industry and Industrial Disputes Act, 1947 is applicable to the first party. Thus the action of the first party in terminating the services of the second party is nothing but retrenchment and without following the due procedure of law. Thus the termination is illegal, improper, unjust and mala fide. The second party has cited 1989 LAB IC p. 633, (2) 1996 1 GLH p. 84 Balbir Singh vs. Kurukshetra Central Co-op. Bank Ltd. and another, (3) 1990 1 LLJ p. 443, (4) 1977 LAB IC p. 1695, (5) 1993 1 GLH p. 17, (6) CLR vol. 2 1986 p. 57, (7) 1976 1 LLJ p. 478, (8) 1990 1 LLJ p. 445 with the written arguments.

8. The first party has submitted the written arguments as per Ex. 51. The gist of the arguments are that the reference is incomplete, incompetent, misconceived. Hence the reference to be rejected with cost, because the second party was employed purely on temporary basis by installation officer of the office of Chief Engineer, Bombay. This fact is supported by documentary evidence and FAX message dated 8-2-95 which is at Ex. 53. The written statement is submitted by Ex. 8 and the Director (E), Bombay examined Shri G. R. Parthasarathy by Ex. 39. Doordarshan is not an industry. The first party was not the appointing authority. The fact of not giving the appointment order to the second party and keep on the record is not correct and vague. It is not correct that the second party was appointed as a helper in the Engineering Department. Whenever and wherever there is work of installation, the Chief Engineer (WZ), Bombay engages the person according to the requirement from the list obtained from respective employment exchange at his cost and risk during the work of installation. He was engaged on casual basis as and when required. This fact is supported by Exs. 41 to 53. Thus the second party was not engaged by Doordarshan Kendra, Ahmedabad. It was a pre-condition that the worker engaged during the installation work will be discharged after the work is over. As there was no work the second party was removed from NMR. To prove the case the first party has examined Director (E), AIR and produced documentary evidence from Chief Engineer, Bombay. It is requested that Hon'ble Tribunal should reject the reference.

9. Looking to the contentions raised by the parties the documents produced by the parties and submissions made by the parties, the following issues are to be decided on merits:

1. Whether the Doordarshan comes within the definition of 'Industry' under the Industrial Disputes Act?
2. Whether the concerned workman proves that he has worked during the installation of the first party i.e. Doordarshan Kendra, Ahmedabad for 240 days in a Calendar year preceding his termination?
3. Whether the concerned workman proves that he was appointed as a helper on permanent post with the first party?
4. Whether the concerned workman proves that the first party Director (E) of Doordarshan Kendra, Ahmedabad has terminated the services of the second party concerned workman?
5. Whether the concerned workman should be reinstated on the original post with continuity of service.

6. What relief should be granted to the second party in terms of back wages?

7. What final order should be made?

My answer to the above issues are as under as per the reasons given below :

1. Yes.
2. Yes.
3. Partly proves.
4. No. The service were terminated by the Chief Engineer (West Zone), Bombay of the Doordarshan Kendra.
5. No. When the vacancy arise in Doordarshan Kendra, Ahmedabad i.e. of a casual mazdoor/helper/khalasi, the concerned workman should be given preference for such appointments.
6. There is no order for back wage, but as the first party has failed to terminate the services within the period mentioned in the appointment letter, and there is no further extension order produced by the first party, the first party should pay Rs. 30,000 as compensation to the concerned workman, if the first party fails to employ the concerned workman in Class-IV category namely casual mazdoor/helper/khalasi within six months from the date of award, at Doordarshan Kendra, Ahmedabad.

7. As per final order of the Award.

10. If we peruse the documents produced by the second party Ex. 17, 18, 19, 20, 21 & 22, it is clear that the second party was engaged as a casual labourer on daily wages from 1-1-1986 to 16-11-87 for the installation work of TV studio at Ahmedabad. Five persons were called from the employment exchange and out of that 2 persons including the concerned workman reported for duty and they were engaged as casual mazdoor on daily wages for the project work. Ex. 17 is the letter of installation office, TV Studio, Ahmedabad dated 17-12-85 addressed to the second party which shows that the second party was employed as mazdoor on casual basis with a specific condition that he will not be paid in lieu of government holidays and the work may be for a period of 4 to 5 months and it is also mentioned if he accepts the conditions he can report on 30-12-1985 to the installation officer. Thus it is clear that the second party was engaged as casual labourer for installation work at Doordarshan Kendra, Ahmedabad. Thus the contention of the concerned workman that he was appointed on permanent post of helper by the first party is negatived. The evidence of Ambadas Ex. 33 also states that the concerned workman was engaged by the installation Department, Bombay for the installation work on daily wages. His work was relating to installation machineries etc. and when the work was completed the second party was relieved from the service by installation officer and not by Door Darshan, Ahmedabad. It is admitted in cross-examination that the installation department is a part of Door Darshan but the administration is different. If we peruse Ex. 33 Shri Parthasarathy stated that so far as Ahmedabad project was concerned, the new installation team had come to Ahmedabad in October, 1985 and started work which was completed in 1987 and it was in that situation in order to help the team, they employed local labourer on temporary basis as and when required. The installation officer is employing this type of skilled and unskilled labourers by calling the names from employment exchange and when the project work is over they informed the temporary staff that as the work is over and their services are no more required. In each zone there is a Chief Engineer and there are four zones in India. This department has executed the project work as per the sanction and carried out that work. The installation officer is empowered to employ casual worker. He also states that in 1986 William Carry was the installation officer for Ahmedabad Project and he has employed temporary and casual workers in 1986 for Ahmedabad project. Mr. Silvaraj was the Dy. Director of the project. On completion of the project work all temporary and casual labourers were told that their services were over. Ex. 17 bears the signature of Mr. Carry and Ex. 18 was given by Mr. Carry. Ex. 20 was given by Mr. Silvaraj, Ex. 21 was written by Dy.

Director, Ahmedabad Project. Thus looking to the evidence of this witness, it is proved that the second party was engaged as a casual labourer for the project work of the first party at Ahmedabad. Thus there is no dispute that the concerned workman has worked from 1-1-1986 to 16-11-1986 for the installation work of Door Darshan Kendra, Ahmedabad.

11. The Doordarshan Kendra is carrying out the activities of commercial nature also. Thus as held by the Hon'ble Supreme Court in All India Radio vs. Santhosh Kumar & another in 1998 LLR p. 199 that All India Radio and Doordarshan come within the meaning of 'Industry' under the Act, and the contention of the first party that it is not an 'Industry' is not tenable and undoubtedly the Industrial Disputes Act is applicable to the first party.

12. Ex. 20 supports the fact that the second party has worked as casual mazdoor with the installation office at daily wages within the period 1-1-1986 to 16-11-87. Ex. 21 also shows that the second party has served which is given by the Dy. Director, Installation office, Doordarshan. Thus the contention by the concerned workman i.e. he was employed in Doordarshan Kendra, Ahmedabad is a helper on a permanent vacant post is not tenable looking to the evidence of Ex. 33, Ex. 39 and Ex. 53. The concerned workman has not produced any documentary evidence to prove that he was performing the job of helper in Engineering Department and subsequently the job of technical nature and is a permanent helper. Not only that the documents produced by Ex. 9, 9/1 i.e. Ex. 17 clearly shows that the concerned workman was appointed as mazdoor on casual basis on daily wages and in the same letter (Ex. 17) it was written that this work is for a period of 4 to 5 months only. Ex. 18 also shows that the second party was working with the installation group on September, 1986 as a mazdoor on casual basis and on daily wages and he was helping departmental carpenters and technicians. Ex. 19 also shows that he was employee of the installation group. Ex. 20 also shows that the concerned workman was working as casual mazdoor with the installation office on daily wages and he has helped permanent staff in completing the technical activities of the project. That certificate has been issued to him on 17-11-87 by the Dy. Director (Engineering) P. Silvaraj. Ex. 21 also proves that Dy. Director Shri Selvaraj has written a letter dated 17-11-87 with the Regional Employment Officer, Ahmedabad for the dis-continuation of the mazdoors and name of the concerned workman is at Sr. No. 2. It clearly shows that on completion of the project they have stopped engaging them as a casual mazdoor w.e.f. 17-11-87. That documents which are produced by the concerned workman by Ex. 9 i.e. Ex. 17, to 21 clearly shows that the concerned workman was appointed for project work on Doordarshan Kendra, Ahmedabad and he was not working as a helper in Doordarshan Kendra, Ahmedabad. The letter of Doordarshan Kendra, Ahmedabad dated 2-1-1988 shows that the concerned workman was called for interview for the post of helper/helper Khalasi on 19-1-88. Thus there is no appointment of the concerned workman by the Doordarshan Kendra, Ahmedabad, but he was appointed as a casual mazdoor for the installation work by Chief Engineer (WZ), Bombay, which is part and parcel of Doordarshan Kendra.

13. Thus looking to the above documents, Ex. 17 to 22, it is clearly established that the concerned workman has worked with the installation department under the control of Chief Engineer (WZ), Bombay from 1-1-1986 to 15-1-1987 and the service of the concerned workman was terminated by the Dy. Director of Chief Engineer (WZ), Shri P. Silvaraj on 16-11-87, by oral order. Further they have informed the employment exchange regarding the completion of project and regarding the non-employment of the workman. Thus looking to section 25(oo) (bb), the termination of the service of the workman is a result of non-renewal of contract of employment between the employer and workman concerned or its expiry of such contract being terminated under a stipulation in that behalf contained therein. Thus the amending Act 49 of 1984 is added clause (bb) which became effective from 18-8-84. Further the first party has failed to give further extension of appointment after the letter dated 17-12-85, Ex. 17, without break the concerned workman was continuously working with the installation project till 16-11-87. Thus, it is clear that the concerned workman has worked for more than 240 days in a calendar year preceding the date of termination and though originally in the letter

dated 17-12-85, the work was for a period of 4 to 5 months, it has been extended till 16-11-87 i.e. for nearly 23 months. Thus strictly speaking this case does not come within the four corners of Section 25F of the I.D. Act because it is not retrenchment, but it squarely comes with Section 25(oo)(bb). However, the concerned workman has worked for nearly 2 years. It is morally binding on the first party to employ him when and where the work which the concerned workman was available with Doordarshan Kendra, Ahmedabad. Though by letter dated 2-1-1988 the Doordarshan Kendra has called the concerned workman for an interview to the post of helper/helper Khalasi on 19-1-88, but neither the concerned workman nor the first party has submitted the result to this Tribunal regarding the result of the interview. Thus it is advisable that such persons who has worked for the first party for a long period of 2 years should be given appropriate chance when the vacancy arise with the first party. Thus looking to the interview letter dated 2-1-1988, it is hereby directed that the first party should give preference to the concerned workman when the post of helper/helper Khalasi of casual mazdoor arise with the first party, than the new hands. The second party has submitted various citations.

1. State Bank of India vs. M. Sundaramony 1976 1 LLJ p. 476.

2. Govt. Nehru Degree College Sabalgarh and Ashok Kumar & Ors. 1995 1 LLJ p. 287.

3. The United India Insurance Co. Ltd. vs. Paramjit Singh and another 1995 FGR p. 222. Prem Narayanan & Others are not applicable to the present case. Sundaramony's case was a case under Section 25F of Section 2(oo). Prem Narayanan was a case of Section 25F and Sec. 2(oo). United India Ins. Co. Ltd. case was under Section 2(oo) and Section 25F and Government Nehru Degree College, Sabalgarh was a case under Section 2(oo) and 25F of the I.D. Act. The present case in an explanation clause i.e. clause (bb) of Section 2(oo). Thus Baldev Singh vs. Kureshkhira Central Co-op. Bank & Others was the case of Section 2(oo) (bb) and the same was discussed and the applicability of that Section was considered in that case. Thus it was held that clause (bb) is different, so interpreted as to limit it to case where the work itself has been accomplished and the agreement of hiring of a specific period was genuine. If the work continues, the non-renewal of the contract has to be dubbed as mala fide. In the present case by the evidence of the first day, it is clearly established that the concerned workman was employed for installation work of Doordarshan Kendra, Ahmedabad, the work was over i.e. the project was completed and his services were terminated. Thus it is clear that it comes within the four corners of Section 2(oo)(bb) and it does not come within the purview of Section 2(oo) or Section 25F. It is no doubt that the casual labourer is a workman. Hence the situations submitted by the second party is not relevant for the consideration of the points as mentioned earlier. Thus to apply Section 2(oo) (bb), the termination was due to the completion of project or whether the contract of employment specifies the period of service and where the expiry of such period of contract is not renewed. Thus Shailendranath's case in 1987 LIC 1607, the meaning and scope of the explanation in clause (bb) of Section 2(oo) has been clearly explained. Thus the Hon'ble court held that:

"the workman employed for a stipulated period or completion of work whichever may be earlier may be covered in this clause. But if contractual employment is resorted to as machination to frustrate the claim of employee to become regular or permanent against a job which continues or the nature of duties is such that the colour of contractual engagement is given to take it out from the principal clause then such agreements shall have to be tested on anvil of fairness and bonafide."

"It has to be confined to those limited cases where either the work or post ceases to exist or job comes to an end or the agreement for a specific period was bonafide. It cannot be extended to such cases where the job continues and the employee's work is also satisfactory but periodical renewals are made to avoid regular status to the employees."

Thus looking to these observations, the clause (1b) of section 2(oo) does not apply when the job continues and 15, the termination is not bonafide and the termination is for the purpose to avoid regular status to the employees. Thus the concerned workman has not established that termination is unfair or not bonafide. On the contrary the first party by their evidence has clearly established that the termination of the concerned workman was due to the completion of the project.

14. However, in the initial appointment, the period of work was mentioned as 4 to 5 months, but was extended till 16-11-87. Thus the termination of the concerned workman was on completion of project and as per the terms of contract letter dtd. 17-12-1985. (Ex. 17) of the Installation Officer.

15. The case of Rajkot Municipal Corporation vs. Kishore Govind 1996 1 GLH p. 84 is not applicable to the present case, because the second party, concerned workman has not proved that the Chief Engineer (WZ) Bombay has employed new persons and juniors were retained by them. Thus there is no question of Section 25F or 25H in the present case. If we look to the evidence of the concerned workman, it is submitted by him that juniors Govindbhai, Mazanbhai were working with the first party and new recruitment has been made by the first party, but in the cross-examination he has admitted that he has no knowledge that after his termination no new persons were called for interview for the new recruitment by the installation department. Thus there is documentary evidence to show that juniors were retained by Chief Engineer (WZ) and new recruitment has been made by him. Looking to the documents Ex. 17 & 20 there is no doubt of fair comments by the Chief Engineer (WZ) of the termination of the concerned workman. The citation by the second party on case 1995 LLR p. 362, is not relevant for this purpose. In that case it was held that daily wagers are workmen and the case of non-renewal of contract of employment was amounted to retrenchment, but in the present case there is an end of project work. The case of Dilip Henantraj Sherke and others vs. Jilla Parishad 1991 1 LLJ p. 441 is regarding applicability of Section 2(oo) (bb) and Section 25F. Thus that case is not helpful to the second party. 1974 LAB IC p. 706 is also not applicable to the present case as there was a termination of service of temporary employee on the ground of surplus labour which amount to retrenchment. This is not a case of surplus labour.

16. Thus looking to the evidence, it is clear that the concerned workman had worked with Chief Engineer (WZ) Doordarshan Kendra, Bombay for the installation work of Doordarshan Kendra, Ahmedabad from 1-1-1986 to 16-11-1987 as casual mazdoor. With him the person named Shri Rathod, Mangaji was also employed from 15-11-1985 to 16-11-1987 and his services also terminated as per Ex. 21. Hence there is no mala fide in the termination of mazdoor by the installation officer/Chief Engineer (WZ), Bombay because the termination was the result of completion of project work at Doordarshan Kendra, Ahmedabad. However, looking to Ex. 17, the period mentioned for the project work was for 4 to 5 months, but the work continued for nearly 2 years. The Chief Engineer (WZ) has terminated the services of the concerned workman after nearly 2 years. Hence it is desirable that Doordarshan Kendra should pay the second party a lumpsum compensation of Rs. 30,000 to the concerned workman if the concerned workman not employed by Doordarshan Kendra, Ahmedabad or Chief Engineer as casual mazdoor for the vacancy of casual mazdoor/helper/helper Khalasi within six months of the date of this award. However, if the employment is given to the concerned workman within six months of the date of award, for the class IV category i.e. as casual mazdoor/helper/helper Khalasi, the amount of compensation shall not be paid by the first party, i.e. Doordarshan Kendra, Ahmedabad and Chief Engineer (WZ), Bombay. The liability to give the lumpsum compensation is joint and several by Doordarshan Kendra, Ahmedabad and Chief Engineer (WZ), Bombay. Looking to above observation it is clear that the Chief Engineer (WZ), Bombay has employed the concerned workman for the project work of Doordarshan Kendra, Ahmedabad and after the completion of that project, his services were terminated with other person namely Shri Rathod Mangaji. Hence I hereby pass the following order.

ORDER

एवं

The reference is partly allowed. The first party Door Darshan Kendra, Ahmedabad and Chief Engineer (WZ), Bombay is hereby directed to employ the concerned workman in Class IV category namely casual mazdoor/helper/helper khalasi within six months from the date of award and if they fails to employ him at Ahmedabad Door Darshan Kendra, the Chief Engineer (WZ), Bombay and Door Darshan Ahmedabad should pay compensation of Rs. 30,000 in lieu of employment to the concerned workman. It is also directed that when the vacancy arise of class IV category in Door Darshan Kendra, Ahmedabad, the preference should be given to the concerned workman then the new hands. No order as to cost.

Ahmedabad, 31st Aug. 1999

B. I. KAZI, Presiding Officer.

नई दिल्ली, 22 सितम्बर, 1999

का० आ० 2986.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हस्त-संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं० एल-40012/5/92-आई०आर० (डी०यू०)]
कुलदीप राय वर्मा, ई० अ० अधिकारी

New Delhi, the 22nd September, 1999

S.O. 2986.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kota as shown in the Annexure in the industrial dispute between the employers in relation to the management of Telecom Deptt. and their workmen which was received by the Central Government on 22-9-99.

[No. L-40012/5/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायाधीन, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज.
निर्देश प्रकरण क्रमांक : औ. न्या. (केन्द्रीय) — 3/93
दिनांक स्थापित : 1-1-93

प्रसंग : भारत सरकार श्रम मंत्रालय, नई दिल्ली के
आदेश क्रमांक एल. 40012/5/92—आई०आर०.
(डी. यू.) दि. 28-12-92
औद्योगिक विवाद अधिनियम, 1947

मध्य

मोहनलाल पुत्र श्री प्रभुलाल द्वारा श्री विनेशराय द्विवेदी
एड, 117—प्रतापनगर, बाबाबाड़ी, कोट-9

—प्रार्थी श्रमिक

डिविजनल इंजीनियर, टेलीकाम (रेलवे इलेक्ट्रिकेशन)
बो-1/10 कम्प्यूनिटी सेक्टर, जनकपुरी, नई दिल्ली—,
110058

—प्रतिपक्षी नियोजक

उपस्थित

श्री जगदीश प्रसाद शर्मा,
प्रार. एच. जे. एस.

प्रार्थी श्रमिक की ओर से प्रतिनिधि :—श्री दिनेशराय द्विवेदी
प्रतिपक्षी नियोजक की ओर से

प्रतिनिधि :— श्री सो. जी. सोरल

अधिनियम दिनांक 28-5-99

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न
निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे
तदुपरांत 'अधिनियम' से सम्बोधित किया जावेगा, की धारा
10 (1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधि-
नियमार्थ सम्प्रेषित किया गया है :—

"Whether the action of Telecom Deptt., (RE)
in terminating the services of Shri Mohan
Lal, S/o Sh. Prabhu Lal, labour at their
Sub-Division Kota w.e.f. 1-5-88 is justi-
fied? If not, what relief he is entitled to?"

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज
रजिस्टर किया गया व पक्षकारों को सूचना जारी की
गयी। प्रार्थी श्रमिक मोहनलाल की ओर से क्लेम स्टेट-
मेंट प्रस्तुत कर संक्षेप में यह श्रमिकवित्त किया गया
है कि प्रधा श्रमिक द्वारा, प्रतिपक्षी डिविजनल इंजीनियर,
टेलीकाम (रेलवे इलेक्ट्रिकेशन) बी-1/10, कम्प्यूनिटी
सेक्टर, जनकपुरी नई दिल्ली—110058 (जिसे तदुप-
रांत "प्रतिपक्षी नियोजक" से सम्बोधित किया जावेगा)
के यहां नियोजन में, प्रतिपक्षी नियोजक के अधीन सहायक
इंजीनियर, टेलीकाम (रेलवे इलेक्ट्रिकेशन) परियोजना,
खेड़लो फाटक, कोटा पर माह मार्च, 1987 से नियोजित
होकर दि. 30-4-88 तक निरन्तर कार्य किया गया है
तब प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दिनांक
1-5-88 से बिना समुचित सरकार से पूर्व स्वीकृति प्राप्त
किये, प्रार्थी श्रमिक से कनिष्ठ रहे श्रमिकों को यथावत
कार्य पर नियोजित रखते हुए, बिना एक माह का नोटिस
अथवा नोटिस वेतन व छंटनी का मुआवजा दिये अथवा
प्रस्तावित किये अधिनियम की धारा 25 एफ व 25 जी
के आन्तर्गत प्रावधानों की अवहेलना करते हुए अनुचित
व अवैध प्रकार से सेवा से पृथक कर दिया गया जो सेवा
पृथक अधिनियम के अधीन प्रार्थी श्रमिक की सेवा से
छंटनी भी रही है जब प्रार्थी श्रमिक अधिनियम के अधीन
प्रतिपक्षी नियोजक के यहां नियोजन में सेवा की निरन्तरता
सहित पिछले सम्पूर्ण वेतन व देय अन्य समस्त लाभों

सहित पुनः सेवा पर बहाल करवाये जाने का अधिकारी रहा है। अतः प्रार्थी श्रमिक का प्रस्तुत क्लेम सम्बन्ध स्वीकार किया जावे।

3. प्रतिपक्षी नियोजक की ओर से जवाब क्लेम स्टेटमेंट प्रस्तुत कर प्रार्थी श्रमिक के उक्त क्लेम को अस्वीकार किया गया है तथा प्रतिवाद स्वरूप यह अभिकथित किया गया है कि टेलीकॉम (रेलवे विद्युत्तीकरण परियोजना) का विभाग अधिनियम के अन्तर्गत परिभाषित "उद्योग" नहीं रहा है तब अधिनियम के प्रावधान प्रतिपक्षी विभाग पर प्रभावी नहीं रहे हैं। प्रतिपक्षी, प्रार्थी श्रमिक का "नियोजक" नहीं रहा है बल्कि स्थानीय सहायक अभियन्ता ही नियोजक रहा है जिसे प्रार्थी श्रमिक द्वारा पक्षकार नहीं बनाया गया है। आगे यह भी अभिकथित किया गया है कि रेलवे विद्युत्तीकरण परियोजना के अन्तर्गत रेलवे लाईनों के विद्युत्तीकरण के धारण कार्य कर रही टेलीकॉम लाईनों को इन्डेक्शन जोन से दूर करने का कार्य किया जाता है जो कार्य पूर्णतया अस्थायी एवं समयबद्ध रहता है और उक्त कार्य पूरा होने पर परियोजना का कार्य समाप्त हो जाता है तब प्रार्थी श्रमिक का कार्य भी स्वतः समाप्त हो जाता है। प्रतिपक्षी विभाग की उक्त परियोजना 2 वर्ष से कम अवधि की रही है तब अधिनियम की धारा 25—एफ. एफ. एफ. 3 बी (2) में आसित होता है और प्रार्थी श्रमिक अधिनियम की धारा 25—एफ. का लाभ प्राप्त करने का अधिकारी नहीं रहता है। प्रस्तुत प्रकरण में प्रतिपक्षी विभाग की उक्त परियोजना पर 86 से विस. 87 तक 2 वर्ष से कम अवधि तक चली है जिस परियोजना की समाप्ति पर प्रार्थी श्रमिक कार्य स्वतः समाप्त हो गया है और उसे माननीय उच्चतम न्यायालय के निर्देशानुसार अन्यत्र भी नहीं भेजा जा सकता। प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक की कभी सेवा से पृथक् भी नहीं किया गया है वरन् प्रार्थी श्रमिक द्वारा कार्य समाप्त होने पर स्वतः स्वेच्छा से सेवा का त्याग किया गया है तब प्रार्थी श्रमिक का मामला सेवा से छूटनी का भी नहीं रहा है। प्रार्थी श्रमिक द्वारा यह विवाद भी असाधारण बिलम्ब में लड़ाया गया है तब वह कोई राहत भी प्राप्त करने का अधिकारी नहीं रहा है। प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक के मामले में अधिनियम के अधीन किसी भी प्रावधान की अवहेलना नहीं की गयी है। अतः प्रार्थी श्रमिक का प्रस्तुत क्लेम अस्वीकार किया जाकर निरस्तर किया जावे।

4. प्रार्थी श्रमिक द्वारा जवानुल जवाब प्रस्तुत कर संक्षेप में यह अभिकथित किया गया है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी विभाग के सब डिविजन, कोटा में कार्य किया गया है जो इस डिविजन को बाब में नाम परिधित करने हुए, अन्यत्र स्थानान्तरित कर दिया गया है और इस डिविजन का समस्त कार्य प्रतिपक्षी को स्थानान्तरित कर दिया गया है इसी कारण प्रतिपक्षी को पक्षकार बनाया गया है। प्रतिपक्षी ही प्रार्थी श्रमिक के

नियोजन के समस्त दायित्वों व अधिकारों का वहन करता है। प्रतिपक्षी विभाग का कार्य उद्योग की परिभाषा में आता है तथा प्रार्थी भी एक कर्मकार है। प्रतिपक्षी विभाग के रेलवे विद्युत्तीकरण परियोजना का कार्य वर्तमान में भी जारी है और उस कार्य पर प्रार्थी श्रमिक से कनिष्ठ अभी भी उक्त मूल प्रतिपक्षी विभाग में सेवारत है। प्रतिपक्षी विभाग की कोई भी रेलवे विद्युत्तीकरण परियोजना 2 वर्ष की अवधि में भी पूर्ण नहीं हुई है तथा प्रार्थी श्रमिक का प्रस्तुत प्रकरण अधिनियम की धारा 25—एफ. के प्रावधानों से आसित होता है न कि धारा 25—एफ. एफ. एफ. 3—बी (2) से अतः प्रार्थी श्रमिक को अपने क्लेम स्टेटमेंट में वर्णित राहत प्रदान की जावे।

5. प्रार्थी श्रमिक की ओर से मौखिक साक्ष्य में स्वयं प्रार्थी मोहन लाल का शपथ-पत्र प्रस्तुत किया गया है जिस पर प्रतिनिधि प्रतिपक्षी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य में प्रदर्शित डॉक्यू. 1 प्रमाणित कार्य विवरण-पत्र प्रस्तुत कर प्रदर्शित करवाया गया है। प्रतिपक्षी नियोजक की ओर से मौखिक साक्ष्य में साक्षी शिवाजी उपाध्याय उप मण्डल अभियन्ता, टेलीकॉम (रेलवे इलेक्ट्रिकेशन) दिल्ली का शपथ-पत्र प्रस्तुत किया गया है जिस पर प्रतिनिधि प्रार्थी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है।

6. मैंने दोनों पक्षों के विद्वान प्रतिनिधिगण की बहस जो बहस उनके उक्त अभिवक्तियों के अनुरूप हो रही है। विद्वान प्रतिनिधि प्रतिपक्षी द्वारा अपनी बहस समर्थन में माननीय उच्चतम न्यायालय का न्यायदृष्टांत "ए. आई. आर. 1995 एस. सी. 1163—हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लिमि. बनाम हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लि. एम्पलोईज यूनियन, हैदराबाद एवं अन्य माननीय राज. उच्च न्यायालय का न्यायदृष्टांत "1993 लेब. आई. सी. 678—दिनेश कुमार बनाम यूनियन आफ इण्डिया एवं अन्य एवं माननीय पंजाब एवं हरियाणा उच्च न्यायालय की पूर्ण पीठ का न्यायदृष्टांत 1979 लेब. आई. सी. 12—सुन्दरसिंह बनाम बेस कंस्ट्रक्शन बोर्ड, न्यू दिल्ली एवं अन्य" को उद्धृत किया गया है। इसके प्रतिवाद में विद्वान प्रतिनिधि प्रार्थी श्रमिक द्वारा माननीय उच्चतम न्यायालय का न्यायदृष्टांत "ए. आई. आर. 1999 एस. सी. 355—लाल मोहम्मद एवं अन्य बनाम इण्डियन रेलवे कंस्ट्रक्शन कम्पनी लिमि. अन्य" को उद्धृत किया गया है।

7. मैंने दोनों पक्षकारों के विद्वान प्रतिनिधिगण की बहस पर विचार किया तथा उद्धृत उक्त न्यायदृष्टांत में प्रतिपादित न्यायसिद्धांतों व अभिमतों पर तथा पक्षावली व अभिलेख पर ध्यानपूर्वक अवलोकन व मनन किया।

8. क्लेम समर्थन में मौखिक साक्ष्य में प्रस्तुत शपथ-पत्र पर प्रार्थी श्रमिक की अपने नियोजनकाल व कार्य-विवरणों के सन्दर्भ में यह मुख्यतः साक्ष्य रही है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी नियोजक के यहां माह मार्च, 87 से नियोजित होकर वि. 30-4-88 तक निरस्तर

कार्य किया गया है। प्रार्थी श्रमिक द्वारा अपनी साक्ष्य के समर्थन में प्रतिपक्षी नियोजक की ओर से प्रार्थी श्रमिक के नियोजनबाल व कार्यदिवसों का प्रमाणित कार्य विवरण पत्र प्रलेख प्रदर्श प्रदर्श वल्यू 1 भी प्रस्तुत कर प्रदर्शित करवाया गया है। प्रलेख प्रदर्श वल्यू 1 के अवलोकन पर-प्रतिपक्षी नियोजक द्वारा यह प्रमाणित किया गया है कि प्रार्थी श्रमिक द्वारा माह मार्च, 87 से माह अप्रैल, 88 तक की नियोजनावधि में कुल 311 दिवस कार्य किया गया है जिन कार्यदिवसों का साह्यार विवरण भी जंकित किया गया है प्रतिपक्षी नियोजक की ओर से जवाब क्लेम प्रस्तुत कर व प्रतिपक्षी साक्षी द्वारा साक्ष्य में अपना शपथ-पत्र प्रस्तुत कर प्रार्थी श्रमिक के उपर कथित नियोजनकार्य व कार्यदिवसों का प्रतिवाद भी नहीं किया गया है और न ही खण्डन में कोई प्रलेखीय साक्ष्य ही प्रस्तुत की गयी है तब प्रार्थी श्रमिक की उपर मौखिक एवं प्रलेखीय साक्ष्य से यह पूर्णतया प्रमाणित हुआ है कि प्रार्थी श्रमिक का प्रतिपक्षी नियोजक के यहां नियोजनकाल माह मार्च, 87 से माह अप्रैल, 88 तक का रहा है और प्रार्थी श्रमिक द्वारा उक्त नियोजनकाल में प्रत्येक 12 कलेण्डर माह में 240 दिवस सेवा कार्य पूरे कर कम से कम निरन्तर एक वर्ष की सेवा पूर्ण की गयी है।

9. प्रार्थी श्रमिक की अपनी सेवा मुक्ति के सन्दर्भ में आगे शपथ-पत्र पर मुख्यतः यह साक्ष्य रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दि. 1-5-88 से प्रार्थी श्रमिक से कनिष्ठ रहे श्रमिकगण जोधराज योगी व कोमलप्रसाद को यथावत सेवा पर नियोजित रखते हुए बिना एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा दिये अथवा प्रस्तावित किये अधिनियम की धारा 25-एफ, जी के आजात्मक प्रावधानों की अवहेलना करते हुए अनुचित व अवैध प्रकार से सेवा से पृथक कर दिया गया। आगे यह साक्ष्य भी रही है कि प्रार्थी श्रमिक से कनिष्ठ रहे उक्त दोनों श्रमिक वर्तमान में भी प्रतिपक्षी विभाग में कार्यरत रहे हैं। इसके विपरीत प्रतिपक्षी साक्षी की शपथ-पत्र पर इस सन्दर्भ में वैधानिक आपत्ति के अतिरिक्त यह साक्ष्य रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को कभी भी सेवा से पृथक नहीं किया गया है बरन प्रार्थी श्रमिक द्वारा स्वतः स्वेच्छा से कार्य समाप्ति पर सेवा त्याग किया गया है। प्रतिपक्षी नियोजक साक्षी द्वारा शपथ-पत्र पर यह स्वीकार किया गया है कि उसके द्वारा शपथ-पत्र, अभिलेख व उपलब्ध एकीकृत जानकारी के आधार पर किया गया है। प्रतिपक्षी साक्षी द्वारा अपनी उक्त साक्ष्य के समर्थन में प्रार्थी श्रमिक का स्वतः स्वेच्छा से सेवा त्याग के सन्दर्भ में कोई सेवा त्याग-पत्र, उपस्थिति रजिस्टर इन्द्राजान, कार्यालय टिप्पणी आदि कोई प्रलेख प्रस्तुत नहीं किया गया है तब प्रतिपक्षी साक्षी की उक्त साक्ष्य व्यक्तिगत जानकारी न होने के आधार पर व अभिलेख की समर्थित साक्ष्य के अभाव में स्वीकार किये जाने योग्य नहीं रहती है जब प्रार्थी श्रमिक की शपथ-पत्र पर रही उक्त अख-

ण्डित मौखिक साक्ष्य से यह भी पूर्णतया प्रमाणित हुआ है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दि. 1-5-88 से सेवा से पृथक किया गया है। प्रतिपक्षी साक्षी की शपथ-पत्र पर ऐसी साक्ष्य भी नहीं रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक की सेवा से पृथक करते समय अधिनियम की धारा 25-एफ की परिपालना की गयी है तथा सेवा पृथक करने में पूर्व जी. वि. नियमों के नियम 77 के अनुसार प्रार्थी श्रमिक संवर्ग की कोई वरिष्ठता सूची का प्रकाशन किया गया है। प्रतिपक्षी साक्षी द्वारा शपथ-पत्र की साक्ष्य पर प्रार्थी श्रमिक द्वारा कथित कनिष्ठ श्रमिकगण जोधराज योगी व कोमलप्रसाद वर्तमान तक यथावत नियोजित रहने का भी स्पष्टता प्रतिवाद नहीं किया गया है। इस सन्दर्भ में शपथ-पत्र की प्रतिपरीक्षा पर यह कथन भी किया गया है कि साक्षी को यह पता नहीं है कि जोधराज योगी व कोमलप्रसाद दूर संचार में कार्य करते हैं अथवा नहीं क्योंकि उक्त कथित दोनों श्रमिकों का अभिलेख हमारे पास उपलब्ध नहीं है तब प्रार्थी श्रमिक की अखण्डित रही साक्ष्य से यह भी पूर्णतया प्रमाणित हुआ है कि प्रतिपक्षी द्वारा प्रार्थी श्रमिक की सेवा से पृथक करते समय अधिनियम की धारा 25-एफ, जी व जी. वि. नियमों के नियम 77 के आजात्मक प्रावधानों की परिपालना नहीं की गयी है।

10. प्रमाणित उक्त तथ्यों पर प्रतिपक्षी नियोजक की ओर से प्रथम यह वैधानिक आपत्ति रही है कि प्रतिपक्षी टेलीकॉम विभाग, अधिनियम के अधीन परिभाषित एक "उद्योग" नहीं रहा है तब प्रतिपक्षी विभाग पर अधिनियम के प्रावधान प्रभावी नहीं होते हैं। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति पर भी विचार किया। माननीय उच्चतम न्यायालय द्वारा अपने न्यायदृष्टांत "ए. आई आर. 1998 एस. सी. 656—जनरल मैनेजर टेलीकॉम बनाम एस श्रीनिवासराव व अन्य" के मामले में उक्त बिन्दु पर पूर्व में रहे विवाद को समाप्त करते हुए यह स्पष्टता प्रतिपादित कर दिया गया है कि टेलीकॉम विभाग अधिनियम की धारा 2 (जे) में परिभाषित एक "उद्योग" रहा है, वह व्यावसायिक कार्यों का निष्पादन करता है और उसके द्वारा सरकार के किसी संप्रभुता के कार्य का निष्पादन नहीं किया जाता है तब प्रतिपक्षी नियोजक की ओर से उठायी गयी उक्त आपत्ति भी स्वीकार किये जाने योग्य नहीं पायी जाती है।

11. प्रतिपक्षी नियोजक की ओर से द्वितीय यह वैधानिक आपत्ति उठायी गयी है कि प्रतिपक्षी डिविजन प्रार्थी श्रमिक का नियोजक नहीं रहा है बल्कि नियोजक सब डिविजन, कोटा रहा है जिसे प्रार्थी श्रमिक द्वारा पक्षकार नहीं बनाया गया है तब प्रार्थी श्रमिक का प्रस्तुत क्लेम मात्र इस आधार पर ही निरस्तनीय रहा है। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति पर भी विचार किया। प्रार्थी

श्रमिक की ओर से उक्त सन्दर्भ में जवाबुलजबाब प्रस्तुत कर यह कथन रहे हैं कि कोटा स्थित डिबिजन को परिवर्तित कर प्रतिपक्षी डिबिजन बना दिया गया है और प्रतिपक्षी डिबिजन ही पूर्व में रहे कोटा डिबिजन के समस्त अधिकार व उत्तरदायित्व का निर्वहन कर रहा है व अन्य श्रमिकों के विवाद में भी कोटा डिबिजन का प्रतिनिधित्व कर रहा है। प्रतिपक्षी नियोजक की ओर से प्रार्थी श्रमिक के उक्त कथनों के खण्डन में कोटा डिबिजन के सभापन व प्रतिपक्षी डिबिजन के निर्माण संबंधी कोई प्रलेख प्रस्तुत नहीं किये गये हैं। तब प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति भी स्वीकार किये जाने योग्य नहीं पायी जाती है।

12. प्रतिपक्षी नियोजक की ओर से तृतीय यह वैधानिक आपत्ति उठायी गयी है कि प्रार्थी श्रमिक के नियोजक रहे कोटा डिबिजन का अन्दर अर्धदि 20 वर्ष कार्य समाप्त हो जाने पर क्लोजर हो गया है जो उक्त डिबिजन का क्लोजर अधिनियम की धारा 25 एफ. एफ. ए. (1) के अपवाद (बी) के अन्तर्गत व धारा 25 एफ. एफ. एफ. (2) के अन्तर्गत रहा है तब प्रतिपक्षी विभाग के लिए उक्त कोटा कोटा डिबिजन के क्लोजर के लिए समुचित सरकार से पूर्व स्वीकृति लिया जाना व रोवा से छंटनी से पूर्व अधिनियम की धारा 25 एफ. (बी) की परिपालना किया जाना वैधानिक रूप में आवश्यक नहीं रहा है। विद्वान प्रतिनिधि प्रतिपक्षी द्वारा उक्त सन्दर्भ में माननीय उच्चतम न्यायालय का न्याय का न्याय दण्डांत "ए. आई. आर. 1995 एस. सी. 1163 माननीय राज. उच्च न्यायालय का न्याय दण्डांत 1993 लेब. आई. सी. 678 व माननीय पंजाब एवं हरियाणा उच्च न्यायालय की पूर्ण पीठ का न्याय दण्डांत 1979 लेब. आई. सी. 12" उद्धरित भी किये गये हैं। प्रतिवाद में प्रतिनिधि प्रार्थी की ओर से माननीय उच्चतम न्यायालय का न्याय दण्डांत "ए. आई. आर. 1999 एस. सी. 355" भी उद्धरित किया गया है। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति पर भी विचार किया। अधिनियम की धारा 25 एफ. एफ. ए. (1) के प्रावधानानुसार यदि नियोजक अपनी किसी अण्डरटेकिंग का क्लोजर चाहता है तब उसे निर्धारित प्रफॉर्म पर कम से कम 60 दिवस पूर्व समुचित सरकार को नोटिस दिया जाना आवश्यक होता है। उक्त धारा के परन्तुक (बी) में यह अपवाद भी रहा है कि उक्त कथित नोटिस ऐसी अण्डरटेकिंग जो भवनों पुलों, सड़कों, नहरों, बांधों और ऐसी परियोजनाओं के अन्य निर्माण कार्यों का कार्य करती है, के क्लोजर होने पर दिया जाना आवश्यक नहीं रहेगा। अधिनियम की धारा 25 एफ. एफ. ए. (1) में यह प्रावधानित रहा है कि जब कोई अण्डरटेकिंग किसी भी कारण से क्लोजर होनी जायेगी तब उस अण्डरटेकिंग में कार्यरत रहे ऐसे श्रमिक जिनके द्वारा कम से कम एक वर्ष की निरन्तरता पूर्ण सेवा कर ली गयी है; वे अधिनियम की धारा 25 एफ. के अनुसार नोटिस अथवा नोटिस बेंचन व छंटनी का मूआयजा प्राप्त करने के अधिकारी रहेंगे। उक्त धारा 25 एफ. एफ. ए.

एफ. (2) में यह प्रावधानित रहा है कि ऐसी अण्डरटेकिंग जो भवनों, पुलों, सड़कों, नहरों व बांधों व ऐसे अन्य निर्माण कार्य करती है और उनका उक्त कार्य अन्दर अर्धदि 2 वर्ष समाप्त हो जाने पर उनका क्लोजर होता है तब ही अण्डरटेकिंग में कार्यरत श्रमिक अधिनियम की धारा 25-एफ (बी) के अन्तर्गत मूआयजा प्राप्त करने के अधिकारी नहीं रहते हैं। प्रस्तुत प्रकरण में प्रतिपक्षी नियोजक की ओर से जवाब क्लेम प्रस्तुत कर यह तो अभिकथित किया गया है कि प्रतिपक्षी टेलीकाम (रेलवे विद्युतीकरण) परियोजना का कार्य रेलवे लाईनों के विद्युतीकरण के कारण रेलवे लाईनों के साथ-साथ काम कर रही टेलीकाम लाईनों को इन्डिकेशन जोन से सेफर जोन में स्थानान्तरित करने का रहा है। यह टेलीकाम लाईनों का स्थानान्तरण किस प्रकार से निर्माण कार्य रहा है, इस सन्दर्भ में प्रतिपक्षी नियोजक की ओर कोई मौखिक एवं प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है तब साक्ष्य विषय के अभाव में टेलीकाम लाईनों को इन्डिकेशन जोन से सेफर जोन में स्थानान्तरित किया जाना किसी भी प्रकार से उपरोक्त प्रावधानित निर्माण कार्य होता नहीं पाया जाया है प्रतिपक्षी टेलीकाम विभाग द्वारा किया जाने वाला उक्त कार्य समाप्त हो गया, इस सन्दर्भ में भी प्रतिपक्षी नियोजक की ओर से कोई साक्ष्य प्रस्तुत नहीं की गयी है इसके विपरीत प्रतिपक्षी डिबिजन स्वयं उक्त कार्य के लिए वर्तमान तक भी विद्यमान रहा है। प्रतिपक्षी नियोजक की ओर से इस सन्दर्भ में कोई मौखिक एवं प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है कि प्रतिपक्षी विभाग का कोटा डिबिजन का कार्य तब प्रारम्भ होकर तब समाप्त हुआ और कोटा डिबिजन उक्त कार्य के लिए एक स्वतंत्र परियोजना बनाई रही है। प्रतिपक्षी नियोजक की ओर से प्रस्तुत प्रकरण में कथित उक्त परियोजना संबंधी कोई प्रलेख न्यायाधिकरण के समक्ष प्रस्तुत नहीं किया गया है। उभयपक्षों द्वारा उक्त उद्धृत न्यायदण्डांतों के मामले में नियोजक की ओर से कथित परियोजनाओं में संबंधित समस्त प्रलेखों को प्रस्तुत किया गया है तब उक्त प्रलेखों के विवेचनोपरांत उद्धृत उक्त निर्णयों में माननीय न्यायालयों द्वारा न्याय सिद्धांत व अभिमत प्रकट किये गये हैं। इस न्यायाधिकरण के समक्ष प्रतिपक्षी नियोजक की ओर से उक्त सन्दर्भ में कोई प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है तब साक्ष्य के अभाव में उक्त न्यायदण्डांतों में प्रतिपादित न्यायामिष्ठान व अभिमत इस प्रकरण के लिए सुसंगत नहीं रहे हैं। इस प्रकार उक्त तथ्यात्मक एवं वैधानिक विवेचनोपरास्त प्रतिपक्षी नियोजक अधिनियम की धारा 25 एफ. एफ. एफ. (1) के अपवाद (बी) व अधिनियम की धारा 25-एफ एफ. एफ. (2) का लाभ प्राप्त करने का अधिकारी होता नहीं पाया जाता है तब प्रतिपक्षी नियोजक की ओर से उठायी गयी उक्त आपत्ति भी स्वीकार करने योग्य नहीं पायी जाती है।

13. प्रतिपक्षी नियोजक की ओर से चतुर्थ यह वैधानिक आपत्ति उठायी गयी है कि प्रार्थी श्रमिक द्वारा यह विवाद सेवा पत्रक की तिथि 1-5-88 के लगभग 3 वर्ष पश्चात्

वि. 12-3-91 के बाद असाधारण विलम्ब से उठाया गया है तब वह उक्त विवाद में कोई राहत प्राप्त करने का अधिकारी नहीं रहा है। मैंने इस वैधानिक आपत्ति पर भी विचार किया। अधिनियम व उसके अधीन बनाये गये नियमों के अन्तर्गत विवाद प्रस्तुत किये जाने की कोई समय-वधि निश्चित नहीं की हुई है तब भी माननीय उच्चतम न्यायालय के न्यायदृष्टांत "ए. आई. आर. 1959 एस. सी. 1217—मै. शालीमार बक्स लिमि. बनाम उनके श्रमिकगण" में प्रतिपादित न्यायिक सिद्धांत अनुसार विवाद युक्तियुक्त समयावधि में ही प्रस्तुत किया जाना चाहिए। माननीय उच्चतम न्यायालय द्वारा अपने न्याय दृष्टांत "(1977) 2 एस. सी. सी. 705—कोक्स एण्ड किंग्स (एजेन्ट्स) लिमि. बनाम उनके श्रमिकगण" में उनके समक्ष रहे ऐसे मामले में जिसमें विवाद सन् 1966 में उत्पन्न हुआ था और 1966 में ही श्रम समझौता अधिकारी के समक्ष मामला प्रस्तुत कर दिया गया था किन्तु कुछ तकनीकी दोष रहने पर प्रतिपक्षी नियोजक को नोटिस दि. 25-10-72 को तामील करवाये जाने पर श्रमिक के विवाद को 6 वर्ष के असाधारण विलम्ब से प्रस्तुत किया जाना मानते हुए उसे उक्त विलम्ब अवधि का पिछला वेतन नहीं दिलवाये जाने का अभिमत प्रकट किया गया। प्रस्तुत प्रकरण में अभिलेख पर यह प्रकट हुआ है कि प्रार्थी श्रमिक द्वारा अपना यह विवाद सेवा पृथक की तिथि 1-5-88 के लगभग 3 वर्ष पश्चात् दि. 12-3-91 के बाद असाधारण विलम्ब से उठाया गया है तब प्रार्थी श्रमिक भी उक्त न्यायदृष्टांतों में प्रतिपादित न्यायसिद्धांतों के प्रकाश में उक्त विलम्ब अवधि का कोई पिछला वेतन प्राप्त करने का अधिकारी होना नहीं रहता है जब मात्र इस आधार पर उसका यह क्लेम निरस्तनीय नहीं रहता है तथा प्रतिपक्षी नियोजक की ओर से उठायी गयी उक्त आपत्ति को भी उक्त प्रकार से निर्णित किया जाता है। इस प्रकार साक्ष्य के उक्त विवेचनोपरान्त प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दिनांक 1-5-88 से अधिनियम की धारा 25-एफ, जी व ओ. वि. नियमों के नियम 77 के आज्ञात्मक प्रावधानों की अवहेलना करते हुए सेवा से पृथक किया जाना किसी भी प्रकार से उचित एवं वैध होना नहीं पाया जाता है तब प्रार्थी श्रमिक अधिनियम के प्रावधानान्तर्गत प्रतिपक्षी नियोजक के यहाँ नियोजन में सेवा की निरन्तरता सहित पुनः सेवा पर बहाल करवाये जाने का अधिकारी होना भी पाया जाता है।

14. अब जहाँ तक प्रार्थी श्रमिक के पिछले वेतन को प्राप्त करने के अधिकार का प्रश्न है, प्रार्थी श्रमिक की ओर से अपने क्लेम स्टेटमेंट में सेवा पृथक पश्चात् बेरोजगार रहने सम्बन्धी कोई अभिकथन नहीं रहे हैं तब प्रतिपक्षी नियोजक की ओर से भी प्रस्तुत जवाब में इस सम्बन्धी कोई प्रतिवाद नहीं रहा है। प्रार्थी श्रमिक की सर्वप्रथम अपने शपथ-पत्र पर यह साक्ष्य रही है कि वह सेवा पृथक अवधि में बेरोजगार रहा है तब शपथ-पत्र की प्रतिपरीक्षा पर यह साक्ष्य भी रही है कि उसे कभी-कभी मजदूरी पर

कार्य मिल जाता है जब उसे 10-15 रु. प्रतिदिन की आय हो जाती है। इस प्रकार प्रार्थी श्रमिक की साक्ष्यानुसार ही प्रार्थी श्रमिक सेवा पृथक अवधि में आंशिक रूप से अन्यत्र लाभकारी नियोजित भी रहा है तब प्रस्तुत तथ्यों एवं समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी श्रमिक पिछले वेतन स्वरूप 30 % वेतन ही प्राप्त करने का अधिकारी होना पाया जाता है जो पिछला वेतन वो दि. 13-3-91 से प्राप्त करने का अधिकारी रहेगा।

15. अतः उक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश को इस प्रकार उत्तरित किया जाता है कि प्रतिपक्षी नियोजक डिविजनल इंजीनियर, टेलीकॉम (रेलवे इलेक्ट्रिकेशन) वी-1/10 कम्युनिटी सेंटर, जनकपुरी, नई दिल्ली द्वारा प्रार्थी श्रमिक मोहन लाल को दिनांक 1-5-88 से सेवा से पृथक करना उचित एवं वैध नहीं है, फलस्वरूप प्रार्थी श्रमिक अपनी सेवा की निरन्तरता सहित पुनः सेवा में आने का अधिकारी घोषित किया जाता है। चूंकि प्रार्थी श्रमिक द्वारा सेवा से पृथक की तिथि 1-5-88 के लगभग 3 वर्ष पश्चात् दि. 12-3-91 के बाद विलम्ब से विवाद उठाया गया है, अतः प्रकरण की परिस्थितियों में प्रार्थी श्रमिक उक्त विलम्ब अवधि का कोई वेतन प्राप्त करने का अधिकारी नहीं होगा व तदुपरान्त दि. 13-3-91 से पिछले वेतन स्वरूप 30 % वेतन ही प्राप्त करने का अधिकारी होगा।

इस अधिनिर्णय को समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

जगदीश प्रसाद शर्मा, न्यायाधीश

नई दिल्ली, 22 नवम्बर, 1999

का.आ. 2987.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, दूरसंचार विभाग (आर.ई.) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[मं. एल. 40012/6/92-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd September, 1999

S.O. 2987.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kota as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Deptt.(RE) and their workman, which was received by the Central Government on 22-9-99.

[No. L-40012/6/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायधिकरण/केन्द्रीय/कोटा/राज.

निर्देश प्रकरण क्रमांक श्री. न्या (केन्द्रीय)-2/93

दिनांक स्थापित : 1-1-93

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली
के आदेश क्रमांक एल. 40012/6/92

आई. आर. (डी. यू.) दि. 28-12-92

औद्योगिक विवाद अधिनियम, 1947

मध्य

नन्व लाल पुत्र श्री मोडू लाल द्वारा श्री दिनेश
राय द्विवेदी एड. 117-प्रताप नगर, बाबाबाड़ी,
कोटा ।

—प्रार्थी श्रमिक

एवं

डिविजनल इंजीनियर टेलीकाम (रेलवे इलेक्ट्रि-
फिकेशन) बी-1/10 कम्प्यूनिटी सेन्टर, जनकपुरी,
नई दिल्ली

—प्रतिपक्षी नियोजक

उपस्थित

श्री जगदीश प्रसाद शर्मा,

आर. एच. जे. एस.

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—श्री दिनेशराय द्विवेदी
प्रतिपक्षी नियोजक की ओर से प्रतिनिधि:—श्री सी. बी. सोरल
अधिनिर्णय दिनांक 31-5-99

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय नई दिल्ली, द्वारा निम्न
निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त
“अधिनियम” से सम्बोधित किया जावेगा) की धारा 10(1)
(घ) के अन्तर्गत इस न्यायधिकरण को अधिनिर्णयार्थ सम्प्रेषित
किया गया है :—

“Whether the action of Telecom. Deptt. (RE)
in terminating the services of Shri Nand
Lal S/o Shri Modu Lal labour at their Sub-
Division, Kota w.e.f. 1-1-87 is justified?
If not, what relief the concerned workman
is entitled to?”

3. निर्देश न्यायधिकरण में प्राप्त होने पर दर्ज रजिस्टर
किया गया व पक्षकारों को सूचना जारी की गई । प्रार्थी श्रमिक
नन्दलाल की ओर से क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में यह
अधिकथित किया गया है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी
डिविजनल इंजीनियर, टेलीकॉम (रेलवे इलेक्ट्रिफिकेशन) बी-1/10,
कम्प्यूनिटी सेन्टर, जनकपुरी, नई दिल्ली (जिसे तदुपरान्त
“प्रतिपक्षी नियोजक” से सम्बोधित किया जावेगा) के यहां
नियोजन में, प्रतिपक्षी नियोजक के अधीन सहायक अभियन्ता
टेलीग्राफ रेलवे इलेक्ट्रिफिकेशन, कोटा के यहां माह जनवरी, 86

से नियोजित होकर दि. माह विसम्बर, 86 तक निरन्तर कार्य
किया गया है तब प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को
वि. जनवरी, 87 से प्रार्थी श्रमिक से कतिष्ठ रहे श्रमिकों को
यथावत कार्य पर नियोजित रखने हुऐ बिना एह माह का
नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा विधे
अथवा प्रस्तावित किये अधिनियम की धारा 25-एक व जी के
आशालमक प्रावधानों की अवहेलना करते हुऐ अनुचित एवं
अवैध प्रकार से सेवा से पृथक कर दिया गया जो सेवा
पृथक अधिनियम के अधीन प्रार्थी श्रमिक को सेवा में छंटनी
भी रही है जब प्रार्थी श्रमिक अधिनियम के अंग्रेज प्रतिपक्षी
नियोजक के यहां नियोजन में सेवा की निरन्तरता सहित
पिछले सम्पूर्ण वेतन व देय अन्य समस्त लाभों सहित पुनः
सेवा पर बहाल करवाये जाने का अधिकारी रहा है । अतः
प्रार्थी श्रमिक का प्रस्तुत क्लेम सव्यय स्वीकार किया जावे ।

3. प्रतिपक्षी नियोजक की ओर से जवाब क्लेम
स्टेटमेंट प्रस्तुत कर प्रार्थी श्रमिक के उक्त क्लेम को अस्वीकार
किया गया है तथा प्रतिवाद स्वरूप यह अधिकथित किया गया
है कि टेलीकाम (रेलवे विद्युतीकरण परियोजना) का विभाग
अधिनियम के अन्तर्गत परिभाषित “उद्योग” नहीं रहा है तब
अधिनियम के प्रावधान प्रतिपक्षी विभाग पर प्रभावो नहीं
रहे हैं । प्रतिपक्षी, प्रार्थी श्रमिक का “नियोजक” नहीं रहा है
बल्कि स्थानीय सहायक अभियन्ता ही नियोजक रहा है जिसे
प्रार्थी श्रमिक द्वारा पक्षकार नहीं बनाया गया है । आगे यह
भी अधिकथित किया गया है कि रेलवे विद्युतीकरण
परियोजना के अन्तर्गत रेलवे लाइनों के विद्युतीकरण
के कारण कार्य कर रही टेलीकॉम लाइनों को इन्डिक्शनजोन
से दूर करने का कार्य किया जाता है जो कार्य पूर्णतया अस्थायी
एवं समयबद्ध रहता है और उक्त कार्य पूर्ण होने पर परि-
योजना का कार्य समाप्त हो जाता है । तब प्रार्थी श्रमिक
का कार्य भी स्वतः समाप्त हो जाता है । प्रतिपक्षी विभाग की
उक्त परियोजना 2 वर्ष से कम अवधि की रही है तब अधि-
नियम की धारा 25-एक. एक. एक. 3 बी (2) से शासित
होता है और प्रार्थी श्रमिक अधिनियम की धारा 25-एक का
लाभ प्राप्त करने का अधिकारी नहीं रहता है । प्रस्तुत प्रकरण
में प्रतिपक्षी विभाग की उक्त परियोजना फरवरी, 86 से दिसम्बर,
87 तक 2 वर्ष से कम अवधि तक चली है जिस परियोजना की
समाप्ति पर प्रार्थी श्रमिक का कार्य स्वतः समाप्त हो गया है
और उसे माननीय उच्चतम न्यायालय के निर्देशानुसार
अन्यत्र भी नहीं भेजा जा सकता । प्रतिपक्षी नियोजक द्वारा
प्रार्थी श्रमिक को कभी सेवा से पृथक भी नहीं किया गया
है वरन् प्रार्थी श्रमिक द्वारा कार्य समाप्त होने पर स्वतः
स्वेच्छा से सेवा का त्याग किया गया है तब प्रार्थी श्रमिक को
मामला सेवा से छंटनी का भी नहीं रहा है । प्रार्थी श्रमिक द्वारा
यह विवाद असाधारण विलम्ब से उठाया गया है । तब यह
कोई राहत भी प्राप्त करने का अधिकारी नहीं रहा है, प्रति-
पक्षी नियोजक द्वारा प्रार्थी श्रमिक के मामले में अधिनियम के
अधीन किसी भी प्रावधान की अवहेलना नहीं की गयी है ।
अतः प्रार्थी श्रमिक का प्रस्तुत क्लेम अस्वीकार किया जाकर
निरस्त किया जावे ।

4. प्रार्थी श्रमिक द्वारा जवाबुलजबाब प्रस्तुत कर संक्षेप में यह अभिव्यक्ति किया गया है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी विभाग के मंत्र डिविजन कोटा में कार्य किया गया है जो इस डिविजन की वाद में लाभ परिवर्तित करते हुए अन्यत्र स्थानान्तरित कर दिया गया है और इस डिविजन का समस्त कार्य प्रतिपक्षी को हस्तांतरित कर दिया गया है इसी कारण प्रतिपक्षी को पक्षकार बनाया गया है। प्रतिपक्षी ही प्रार्थी श्रमिक के नियोजन के समस्त दायित्वों व अधिकारों का वहन करता है। प्रतिपक्षी विभाग कार्य उद्योग की परिभाषा में आता है तथा प्रार्थी भी एक कर्मकार है। प्रतिपक्षी विभाग के रेलवे विद्युतिकरण परियोजना का कार्य वर्तमान में भी जारी है और उस कार्य पर प्रार्थी श्रमिक से कनिष्ठ श्रमिक अभी भी उक्त मूल प्रतिपक्षी विभाग में सेवारत है। प्रतिपक्षी विभाग की कोई भी रेलवे विद्युतिकरण परियोजना 2 वर्ष को अवधि में पूर्ण नहीं हुई है तथा प्रार्थी श्रमिक का प्रस्तुत प्रकरण अधिनियम की धारा 25-एफ के प्रावधानों से शामिल होता है न कि धारा 25-एफ.एफ.एफ. 3-बी (2) से अतः प्रार्थी श्रमिक को अपने क्लेम स्टेटमेंट में वर्णित राहत प्रदान की जावे।

5. प्रार्थी श्रमिक की ओर से मौखिक साक्ष्य में स्वयं प्रार्थी नन्दलाल का शपथ-पत्र प्रस्तुत किया गया है जिस पर प्रतिनिधि प्रतिपक्षी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य में प्रदर्शित डबल्यू. 1 प्रमाणित कार्य विवरण-पत्र प्रस्तुत कर प्रदर्शित करवाया गया है प्रतिपक्षी नियोजक की ओर से मौखिक साक्ष्य में साक्षी शिवाजी उपाध्याय उप मण्डल अभियन्ता, टेल्कोम (रेलवे इलेक्ट्रिकीज) दिल्ली का शपथ-पत्र प्रस्तुत किया गया है जिस पर प्रतिनिधि प्रार्थी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है।

6. मैंने दोनों पक्षों के विद्वान प्रतिनिधिगण की बहस सुनी जो बहस उनके उक्त अभिव्यक्तियों के अनुरूप ही रही है। विद्वान प्रतिनिधि प्रतिपक्षी द्वारा अपनी बहस समर्थन में माननीय उच्चतम न्यायालय का न्याय दृष्टांत "ए. आई. आर. 1995 एस. सी. 1163-हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लिम. बनाम हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लि. एम्प्लोईज यूनियन, हैदराबाद एवं अन्य", माननीय राज. उच्च न्यायालय का न्याय दृष्टांत "1993 लेब. आई. सी. 678-दिनेश कुमार बनाम यूनियन आफ इण्डियन एवं अन्य एवं माननीय पंजाब एवं हरियाणा उच्च न्यायालय की पूर्ण पीठ का न्याय दृष्टांत 1979 लेब. आई. सी. 12-मुन्दर सिंह बनाम बेस कंस्ट्रक्शन बोर्ड, न्यू दिल्ली एवं अन्य" को उद्धृत किया गया है। इसके प्रतिवाद में विद्वान प्रतिनिधि प्रार्थी श्रमिक द्वारा माननीय उच्चतम न्यायालय का न्याय दृष्टांत-"ए. आई. आर. 1999 एस. सी. 355-लाल मोहम्मद एवं अन्य बनाम इण्डियन रेलवे कंस्ट्रक्शन कम्पनी लिमि. एवं अन्य" को उद्धृत किया गया है।

7. मैंने दोनों पक्षकारों के विद्वान प्रतिनिधिगण की बहस पर विचार किया तथा उक्त उक्त न्याय दृष्टांतों में प्रति-पादित न्याय सिद्धांतों व अभिव्यक्तियों पर तथा पत्रावली व अभिलेख पर ध्यानपूर्वक अवलोकन व मनन किया।

8. क्लेम समर्थन में मौखिक साक्ष्य में प्रस्तुत शपथ-पत्र पर प्रार्थी श्रमिक की अपने नियोजनकाल व कार्य दिवसों के संदर्भ में यह मुख्यतः साक्ष्य रही है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी नियोजक के यहाँ जनवरी, 86 से नियोजित होकर दि. 31-12-86 तक निरन्तर कार्य किया गया है। प्रार्थी श्रमिक द्वारा अपनी साक्ष्य के धार्यन में प्रतिपक्षी नियोजक की ओर से प्रार्थी श्रमिक के नियोजनकाल व कार्य दिवसों का प्रमाणिक कार्य विवरण-पत्र प्रलेख प्रदर्शित डबल्यू. 1 भी प्रस्तुत कर प्रदर्शित करवाया गया है। प्रलेख प्रदर्शित डबल्यू. 1 के अवलोकन पर प्रतिपक्षी नियोजक द्वारा यह प्रमाणित किया गया है कि प्रार्थी श्रमिक द्वारा माह जनवरी, 86 से माह दिस. 86 तक की नियोजनावधि में कुल 293 दिवस कार्य किया गया है जिन कार्य दिवसों का माहवार विवरण भी अंकित किया गया है। प्रतिपक्षी नियोजक की ओर से जवाब क्लेम प्रस्तुत कर व प्रतिपक्षी साक्षी द्वारा साक्ष्य में अपना शपथ-पत्र प्रस्तुत कर प्रार्थी श्रमिक के उक्त कथित नियोजनकाल व कार्य दिवसों का प्रतिवाद भी नहीं किया गया है और न ही खण्डन में कोई प्रलेखीय साक्ष्य ही प्रस्तुत की गयी है तब प्रार्थी श्रमिक की उक्त मौखिक एवं प्रलेखीय साक्ष्य से यह पूर्णतया प्रमाणित हुआ है कि प्रार्थी श्रमिक का प्रतिपक्षी नियोजक के यहाँ नियोजनकाल माह जन. 86 से दि. 86 तक का रहा है और प्रार्थी श्रमिक द्वारा उक्त नियोजनकाल के 12 कलेण्डर माह में 240 दिवस सेवा कार्य पूर्ण कर निरन्तर एक वर्ष की सेवा पूर्ण की गयी है।

9. प्रार्थी श्रमिक की अपनी सेवा सुविधा के संदर्भ में आगे शपथ-पत्र पर मुख्यतः यह साक्ष्य रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दि. 1-1-87 से प्रार्थी श्रमिक से कनिष्ठ रहे श्रमिकगण जोधराज योगी व कोमल प्रसाद को यथावत सेवा पर नियोजित रखते हुए बिना एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा दिये अथवा प्रस्तावित किये अधिनियम की धारा 25-एफ, जी के आजात्मक प्रावधानों की अवहेलना करते हुए अनुचित व अवैध प्रकार से सेवा से पृथक कर दिया गया। आगे यह साक्ष्य भी रही है कि प्रार्थी श्रमिक से कनिष्ठ रहे उक्त दोनों श्रमिक वर्तमान में भी प्रतिपक्षी विभाग में कार्यरत रहे हैं। इसके विपरीत प्रतिपक्षी साक्षी की शपथ-पत्र पर इस संदर्भ में वैधानिक आपत्तियों के अतिरिक्त यह साक्ष्य रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को कभी भी सेवा से पृथक नहीं किया गया है वरन् प्रार्थी श्रमिक द्वारा स्वतः स्वेच्छा से कार्य समाप्ति पर सेवा त्याग किया गया है। प्रतिपक्षी नियोजक साक्षी द्वारा शपथ-पत्र पर यह स्वीकार किया गया है कि उसके द्वारा शपथ-पत्र पर अभिलेख व उपलब्ध एकीकृत जानकारी के आधार पर दिया

गया है। प्रतिपक्षी साक्षी द्वारा अपनी उक्त साक्ष्य के समर्थन में प्रार्थी श्रमिक का स्वतः स्वेच्छा से त्याग के संदर्भ में कोई सेवा त्याग-पत्र उपस्थिति रजिस्टर, इन्वेंट्री, कार्यालय टिप्पणी आदि कोई प्रलेख प्रस्तुत नहीं किया गया है तब प्रतिपक्षी साक्षी की उक्त साक्ष्य व्यक्तिगत जानकारी न होने के आधार पर व अभिलेख की समर्थित साक्ष्य के अभाव में स्वीकार किये जाने योग्य नहीं रहती है जब प्रार्थी श्रमिक की शपथ-पत्र पर रही उक्त अर्खण्डित मौखिक साक्ष्य से यह भी पूर्णतया प्रमाणित हुआ है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दि. 1-5-88 से सेवा से पृथक् किया गया है। प्रतिपक्षी साक्षी की शपथ-पत्र पर ऐसी साक्ष्य भी नहीं रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को सेवा से पृथक् करने समय अधिनियम की धारा 25-एफ की परिपालना की गई है तथा सेवा पृथक् करने से पूर्व श्रौ. वि. नियमों के नियम 77 के अनुसार प्रार्थी श्रमिक संवर्ग की कोई वरिष्ठता सूची का प्रकाशन किया गया है। प्रतिपक्षी साक्षी द्वारा शपथ-पत्र की साक्ष्य पर प्रार्थी श्रमिक द्वारा कथित कनिष्ठ श्रमिकगण जोधराज योगी व कोमल प्रसाद वर्तमान तक यथावत नियोजित रहने का भी स्पष्टन प्रतिवाद नहीं किया गया है। इस संदर्भ में शपथ-पत्र की प्रतिपरीक्षा पर यह कथन भी किया गया है कि साक्षी को यह पता नहीं है कि जोधराज योगी व कोमल प्रसाद दूर संचार में कार्य करते हैं अथवा नहीं क्योंकि उक्त कथित दोनों श्रमिकों का अभिलेख हमारे पास उपलब्ध नहीं है तब प्रार्थी श्रमिक की अर्खण्डित रही साक्ष्य से यह भी पूर्णतया प्रमाणित हुआ है प्रतिपक्षी द्वारा प्रार्थी श्रमिक को सेवा से पृथक् करने समय अधिनियम की धारा 25-एफ, जी व श्रौ. वि. नियमों के नियम 77 के प्राज्ञात्मक प्रावधानों की परिपालना नहीं की गयी है।

10. प्रमाणित उक्त तथ्यों पर प्रतिपक्षी नियोजक की ओर से प्रथम यह वैधानिक आपाति रही है कि प्रतिपक्षी टेलीकाम विभाग, अधिनियम के अधीन परिभाषित एक "उद्योग" नहीं रहा है तब प्रतिपक्षी विभाग पर अधिनियम के प्रावधान प्रभावी नहीं होते हैं। मैंने प्रतिपक्ष की ओर से उठायी गयी उक्त आपाति पर भी विचार किया। माननीय उच्चतम न्यायालय द्वारा अपने न्याय दृष्टांत "ए. आई. आर. 1998 एस. सी. 656-जनरल मैनेजर, टेलीकाम बनाम एम. श्री निवासराव व अन्य" के मामले में उक्त बिन्दु पर पूर्व में रहे विवाद को समाप्त करने हुये यह स्पष्टन प्रतिपादित कर दिया गया है कि टेलीकाम विभाग अधिनियम की धारा 2 (जे) में परिभाषित एक "उद्योग" रहा है, वह व्यावसायिक कार्यों का निष्पादन करता है और उसके द्वारा सरकार के किसी समप्रभुता के कार्य का निष्पादन नहीं किया जाता है तब प्रतिपक्षी नियोजक की ओर से उठायी गयी उक्त आपाति भी स्वीकार किये जाने योग्य नहीं पायी जाती है।

11. प्रतिपक्षी नियोजक की ओर से द्वितीय यह वैधानिक आपाति उठायी गयी है कि प्रतिपक्षी डिविजन

प्रार्थी श्रमिक का नियोजक नहीं रहा है बल्कि नियोजक सबडिविजन, कोटा रहा है जिसे प्रार्थी श्रमिक द्वारा पक्षकार नहीं बनाया गया है तब प्रार्थी श्रमिक का प्रस्तुत क्लेम मात्र इस आधार पर ही निरस्तनीय रहा है। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपाति पर भी विचार किया। प्रार्थी श्रमिक की ओर से उक्त संदर्भ में जवाबुलजबाब प्रस्तुत कर यह कथन रहे है कि कोटा स्थित डिविजन को परिवर्तित कर प्रतिपक्षी डिविजन बना दिया गया है और प्रतिपक्षी डिविजन ही पूर्व में रहे कोटा डिविजन के समस्त अधिकार व उत्तरदायित्व का निर्वहन कर रहा है व अन्य श्रमिकों के विवाद में भी कोटा डिविजन का प्रतिनिधित्व कर रहा है। प्रतिपक्षी नियोजक की ओर से प्रार्थी श्रमिक उक्त कथनों के खण्डन में कोटा डिविजन के समापन व प्रतिपक्षी डिविजन के निर्माण सम्बन्धी कोई प्रलेख प्रस्तुत नहीं किये गये हैं तब प्रतिपक्षी की ओर से उठायी गयी उक्त आपाति भी स्वीकार किये जाने योग्य नहीं पायी जाती है।

12. प्रतिपक्षी नियोजक की ओर से तृतीय यह वैधानिक आपाति उठायी गयी है कि प्रार्थी श्रमिक के नियोजक रहे कोटा डिविजन का अन्तर अवधि दो वर्ष कार्य समाप्त हो जाने पर क्लोजर हो गया है जो उक्त डिविजन का क्लोजर अधिनियम की धारा 25-एफ. एफ. ए. (1) के अपवाद (बी) के अन्तर्गत व धारा 25-एफ. एफ. ए. (2) के अन्तर्गत रहा है तब प्रतिपक्षी विभाग के लिए उक्त कोटा डिविजन के क्लोजर के लिए समुचित सरकार से पूर्व स्वीकृति लिया जाना व सेवा से छुटनी से पूर्व अधिनियम की धारा 25-एफ (बी) की परिपालना किया जाना वैधानिक रूप में आवश्यक नहीं रहा है। विद्वान प्रतिनिधि प्रतिपक्षी द्वारा उक्त संदर्भ में माननीय उच्चतम न्यायालय का न्याय दृष्टांत "ए. आई. आर. 1995 एस.सी. 1163, माननीय राज. उच्च न्यायालय का न्यायदृष्टांत 1993 लेब. आई. सी. 678 व माननीय पंजाब एवं हरियाणा उच्च न्यायालय की पूर्णपीठ का न्याय दृष्टांत 1979 लेब. आई.सी. 12" उद्धरित भी किये गये हैं। प्रतिवाद में प्रतिनिधि प्रार्थी की ओर से माननीय उच्चतम न्यायालय का न्याय दृष्टांत "ए.आई.आर. 1999 एस. सी. 355" भी उद्धरित किया गया है। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपाति पर विचार किया। अधिनियम की धारा 25-एफ. एफ. ए. (1) के प्रावधानानुसार यदि नियोजक अपनी किसी अण्डरटेकिंग का क्लोजर चाहता है तब उसे निर्धारित प्रोफार्म पर कम से कम 60 दिवस पूर्व समुचित सरकार को नोटिस दिया जाना आवश्यक रहता है। उक्त धारा के परन्तुक (बी) में यह अपवाद भी रहा है कि उक्त कथित नोटिस ऐसी अण्डरटेकिंग जो भवनों, पुर्तों, सबकों, नहरों, बांधों और ऐसी परियोजनाओं के अन्तर्गत निर्माणकार्यों का कार्य करती है, के क्लोजर होने पर दिया जाना आवश्यक नहीं रहेगा। अधिनियम की धारा 25-एफ. एफ. ए. (1) में यह प्रावधित रहा है कि जब कोई अण्डरटेकिंग किसी भी कारण से क्लोज-डाउन की जायेगी तब उस अण्डरटेकिंग में कार्यरत रहे ऐसे श्रमिक जिनके द्वारा कम से कम एक वर्ष की निरन्तरता पूर्ण सेवा कर ली गयी है, वे अधिनियम की धारा

25-एफ को अनुसार नोटिस अथवा नोटिस वेतन व छटनी का मुआवजा प्राप्त करने के अधिकारी रहेंगे। उक्त धारा 25-एफ.एफ.ए. (2) में यह प्रावधान रहा है कि ऐसी अण्डर-टेकिंग जो भवनों पुलों, सड़कों, नहरों व बाधों व ऐसे निर्माण कार्य करती है और उनका उक्त कार्य अन्दर अर्थात् 2 वर्ष समाप्त हो जाने पर उनका क्लोजर होना है तब ही अण्डरटेकिंग में कार्यरत श्रमिक अधिनियम की धारा 25-एफ(बी) के अन्तर्गत मुआवजा प्राप्त करने के अधिकारी नहीं रहते हैं। प्रस्तुत प्रकरण में प्रतिपक्षी नियोजक की ओर से जवाब क्लेम प्रस्तुत कर यह तो अभिकथित किया गया है कि प्रतिपक्षी टेलीकाम (रेलवे विद्युतिकरण) परियोजना का कार्य रेलवे लाईनों के विद्युतिकरण के कारण रेलवे लाईनों के साथ-साथ काम कर रहा टेलीकाम लाईनों को इन्डिकेशन जोन से सेफर जोन में स्थानान्तरित करने का रहा है। यह टेलीकाम लाईनों का स्थानान्तरण किस प्रकार से निर्माण कार्य कर रहा है, इस संबंध में प्रतिपक्षी नियोजक की ओर से कोई मौखिक एवं प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है तब साक्ष्य विशेष के अभाव में टेलीकाम लाईनों को इन्डिकेशन जोन से सेफर जोन में स्थानान्तरित किया जाना किसी भी प्रकार से उपरोक्त प्रावधानित निर्माण कार्य होना नहीं पाया जाता है। प्रतिपक्षी टेलीकाम विभाग द्वारा किये जाने वाला उक्त कार्य समाप्त हो गया। इस संदर्भ में भी प्रतिपक्षी नियोजक की ओर से कोई साक्ष्य प्रस्तुत नहीं की गयी है। इसके विपरीत प्रतिपक्षी डिबिजन स्वयं उक्त कार्य के लिए वर्तमान तक भी विद्यमान रहा है प्रतिपक्षी नियोजक की ओर से इस संदर्भ में कोई मौखिक एवं प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है कि प्रतिपक्षी विभाग का कोटा डिबिजन का कार्य कब प्रारम्भ होकर कब समाप्त हुआ और कोटा डिबिजन उक्त कार्य के लिए एक स्वतन्त्र परियोजना इकाई रही है। प्रतिपक्षी नियोजक की ओर से प्रस्तुत प्रकरण में कथित उक्त परियोजना सम्बन्धी कोई प्रलेख न्यायधिकरण के समक्ष प्रस्तुत नहीं किया गया है। उभयपक्षों द्वारा उद्धृत उक्त न्याय दृष्टांतों के मामले में नियोजक की ओर से कथित परियोजनाओं से सम्बन्धित समस्त प्रलेखों को प्रस्तुत किया गया है तब उक्त प्रलेखों के विवेचनोपरान्त उद्धृत उक्त निर्णयों में माननीय न्यायालयों द्वारा न्याय सिद्धान्त व अभिमत प्रकट किये गये हैं। इस न्यायाधिकरण के समक्ष प्रतिपक्षी नियोजकों की ओर से उक्त संबंध में कोई प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है तब साक्ष्य के अभाव में उक्त न्याय दृष्टान्त में प्रतिपादित न्याय सिद्धान्त व अभिमतों इस प्रकरण के लिए सुसंगत नहीं रहे हैं। इस प्रकार उक्त तथ्यात्मक एवं वैधानिक विवेचनोपरान्त प्रतिपक्षी नियोजक अधिनियम की धारा 25-एफ.एफ.ए. (1) के अपवाद (बी) व अधिनियम की धारा 25-एफ.एफ.ए. (2) का लाभ प्राप्त करने का अधिकारी होना नहीं पाया जाता है तब प्रतिपक्षी नियोजक की ओर से उठायी गयी उक्त आपत्ति भी स्वीकार किये जाने योग्य नहीं पायी जाती है।

13- प्रतिपक्षी नियोजक की ओर से चतुर्थ यह वैधानिक आपत्ति उठायी गयी है कि प्रार्थी श्रमिक द्वारा यह विवाद

सेवा पृथक की तिथि 1-5-87 के लगभग 3/4 वर्ष पश्चात् दि. 12-3-91 के बाद असाधारण विलम्ब से उठाया गया है। तब वह उक्त विवाद में कोई राहत प्राप्त करने का अधिकारी नहीं रहा है। मैंने इस वैधानिक आपत्ति पर भी विचार किया। अधिनियम व उसके अधिन बनाये गए नियमों के अन्तर्गत विवाद प्रस्तुत किए जाने की कोई समावधि निश्चित नहीं की हुई है तब भी माननीय उच्चतम न्यायालय के न्याय-दृष्टान्त "ए.आई.आर. 1959 एस.सी. 1217-में शालीमार वर्क्स लिमि. बनाम उसके श्रमिकगण में प्रतिपादित न्याय सिद्धान्त अनुसार विवाद युक्तियुक्त समावधि में ही प्रस्तुत किया जाना चाहिए। माननीय उच्चतम न्यायालय द्वारा अपने न्याय दृष्टान्त " (1977)- (2) एस.सी.सी. 705-कोक्स एण्ड गिंस (एजेन्ट्स) लिमि. बनाम उनके श्रमिकगण में उनके समक्ष रहे ऐसे मामले में जिसमें विवाद सन् 1966 में उत्पन्न हुआ था और 1966 में ही श्रम समझौता अधिकारी के समक्ष मामला प्रस्तुत कर दिया गया था किन्तु कुछ तकनीकी दोष रहने पर प्रतिपक्षी नियोजक को नोटिस दि. 25-10-72 को तामील करवाये जाने पर श्रमिक के विवाद को 6 वर्ष के असाधारण विलम्ब से प्रस्तुत किया जाना मानते हुए उगे उक्त विलम्ब अवधि का पिछला वेतन नहीं विलवाए जाने का अभिमत प्रकट किया गया है। प्रस्तुत प्रकरण में अभिलेख पर यह प्रकट हुआ है कि प्रार्थी श्रमिक द्वारा अपना यह विवाद सेवा पृथक की तिथि 1-5-88 के के लगभग 3 वर्ष पश्चात् दि. 12-3-91 के बाद असाधारण विलम्ब से उठाया गया है तब प्रार्थी श्रमिक भी उक्त न्यायदृष्टांतों में प्रतिपादित न्यायसिद्धान्तों के प्रकाश में उक्त विलम्ब अवधि का कोई पिछला वेतन प्राप्त करने का अधिकारी होना नहीं रहता है जब मात्र इस आधार पर उसका यह क्लेम निरस्तनीय नहीं रहता है तथा प्रतिपक्षी नियोजक की ओर से उठायी गयी उक्त आपत्ति को भी उक्त प्रकार से निर्णित किया जाता है। इस प्रकार साक्ष्य के उक्त विवेचनोपरान्त प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक की दिनांक 1-5-88 से अधिनियम की धारा 25-एफ.जी व श्री. वि. नियमों के नियम 77 के आशात्मक प्रवधानों की अवहेलना करते हुए सेवा से पृथक किया जाना किसी भी प्रकार से उचित एवं वैध होना नहीं पाया जाता है तब प्रार्थी श्रमिक अधिनियम के प्रावधानान्तर्गत प्रतिपक्षी नियोजक के यहां नियोजन में सेवा की निरन्तरता सहित पुनः सेवा पर बहाल करवाये जाने का अधिकारी होना भी पाया जाता है।

14. अब यहां तक प्रार्थी श्रमिक के पिछले वेतन को प्राप्त करने के अधिकारी का प्रश्न है, प्रार्थी श्रमिक की ओर से अपने क्लेम स्टेटमेंट में सेवा पृथक पश्चात् बेरोजगार रहने सम्बन्धी कोई अभिकथन नहीं रहे हैं, तब प्रतिपक्षी नियोजक की ओर से प्रस्तुत जवाब में इस संबंधी कोई प्रतिवाद नहीं रहा है। प्रार्थी श्रमिक की सर्व प्रथम

अपने शपथ पत्र पर यह साक्ष्य रही है कि वह सेवा पृथक अवधि में बेरोजगार रहा है तब शपथ-पत्र की प्रतिपरीक्षा पर यह साक्ष्य भी रही है कि उसे कभी-कभी मजदूरी पर कार्य मिल जाता है जब उसे 10-15 रु. प्रतिदिन की आय हो जाती है। इस प्रकार प्रार्थी श्रमिक की साक्ष्यानुसार ही प्रार्थी श्रमिक सेवा पृथक अवधि में आंशिक रूप से अन्यत्र लाभकारी नियोजित भी रहा है तब प्रस्तुत तथ्यों एवं समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी श्रमिक पिछले बेतन स्वरूप 30 प्रतिशत बेतन ही प्राप्त करने का अधिकारी होना पाया जाता है जो पिछला बेतन वो दि. 13/3/91 से प्राप्त करने का अधिकारी रहेगा।

15 अतः उक्त संपूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश को इस प्रकार उल्लिखित किया जाता है कि प्रतिपक्षी नियोजक डिविजनल इंजीनियर, टेलीफोन टेलीकाम (रेलवे इलेक्ट्रिकेशन) बी-1/10, कम्युनिटी सेंटर, जनकपुरी, नई दिल्ली द्वारा प्रार्थी श्रमिक मोहनलाल को दिनांक 1-5-88 से सेवा से पृथक करना उचित एवं वैध नहीं है, फलस्वरूप प्रार्थी श्रमिक अपनी सेवा की निरन्तरता सहित पुनः सेवा में आने का अधिकारी घोषित किया जाता है। चूंकि प्रार्थी श्रमिक द्वारा सेवा से पृथक की तिथि 1-5-88 के लगभग 3 वर्ष पश्चात् दिनांक 12-3-91 के बाद विलम्ब से विवाद उठाया गया है, अतः प्रकरण की परिस्थितियों में प्रार्थी श्रमिक उक्त विलम्ब अवधि का कोई बेतन प्राप्त करने का अधिकारी नहीं होगा व तदुपरान्त दि. 13-3-91 से पिछले बेतन स्वरूप 30% बेतन ही प्राप्त करने का अधिकारी होगा।

इस अधिनिर्णय को समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

जगदीश प्रसाद शर्मा, न्यायाधीश,

नई दिल्ली, 22 सितम्बर, 1999

का.आ. 2988.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं. एल-40012/127/92-आई.आर. (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd September. 1999

S.O. 2988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the

Central Government hereby publishes the Award of the Industrial Tribunal, Kota as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on the 22-9-99.

[No. L-40012/127/92-IR(DU)]
KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकारण केन्द्रीय/कोटा[राज. निर्देश प्रकरण क्रमांक : श्री. न्या. (केन्द्रीय)-29/93 दिनांक स्थापित : 18-10-93]

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र. एल-40012/127/92-आई.आर. (डीयू) दिनांक 8-10-93

औद्योगिक विवाद अधिनियम, 1947
मध्य

नन्द किशोर पुत्र श्री नवल सिंह द्वारा श्री दिनेश राय द्विवेदी, एडवोकेट, 117-प्रतापनगर, दादाबाड़ी, कोटा।
---प्रार्थी श्रमिक

एवं

डिविजनल इंजीनियर, दूरसंचार (रेलवे विद्युतीकरण),
बी-1/10, कम्युनिटी सेंटर, जनकपुरी, नई दिल्ली।
---प्रतिपक्षी नियोजक

उपस्थित

श्री जगदीश प्रसाद शर्मा,
आर. एच. जे. एस.

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री दिनेशराय द्विवेदी
प्रतिपक्षी नियोजक की ओर से प्रतिनिधि : श्री सी. बी. सोरल
अधिनिर्णय दिनांक : 31-5-99

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनिर्णय" से सम्बंधित किया जायेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकारण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :—

"Whether the action of Telecom, RE in terminating the service of Shri Nand Kishore, s/o Shri Naval Singh, w.e.f. 1-5-88 is legal and justified? If not, what relief the workman concerned is entitled to and from what date?"

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्टर किया गया व पक्षकारों को सूचना जारी की गई। प्रार्थी श्रमिक नन्द किशोर की ओर से क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में यह अभिकथित किया गया है कि प्रार्थी श्रमिक द्वारा, प्रतिपक्षी डिबिजनल इंजीनियर, दूर-संचार (रेलवे विद्युतीकरण) वी-1 10, कम्प्यूटिटी सेंटर जनकपुरी, नई दिल्ली (जिसे तदुपरान्त "प्रतिपक्षी नियोजक", से सम्बोधित किया जायेगा) के यहां नियोजन में, प्रतिपक्षी नियोजक के अधीन दूरसंचार रेलवे विद्युतीकरण, कोटा में माह मार्च, 1987 से नियोजित होकर माह अप्रैल, 1988 तक निरन्तर कार्य किया गया है तब प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दि. 1-5-88 से बिना वरिष्ठता सूची का प्रकाशन किये, बिना एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा दिये अथवा प्रस्तावित किये, बिना प्रार्थी श्रमिक को पुनः नियोजन का अवसर दिये अन्य नव नियोजित श्रमिकों को कार्य पर रहते हुए अधिनियम की धारा 25-एफ, एच व ग्रीडो, विवाद नियमों के नियम 77 के आज्ञात्मक प्रावधानों की अवहेलना करते हुये अनुचित व अवैध प्रकार से सेवा से पृथक् कर दिया गया जो सेवा पृथक् अधिनियम के अधीन श्रमिक की सेवा से छंटनी भी रही है जब प्रार्थी श्रमिक अधिनियम के अधीन प्रतिपक्षी नियोजक के यहां नियोजन में सेवा की निरन्तरता सहित पिछले सम्पूर्ण वेतन व देय अन्य समस्त लाभों सहित पुनः सेवा पर बहाल करवाये जाने का अधिकारी रहा है। अतः प्रार्थी श्रमिक का प्रस्तुत क्लेम सब्यय स्वीकार किया जावे।

3. प्रतिपक्षी नियोजक की ओर से जवाब क्लेम स्टेटमेंट प्रस्तुत कर प्रार्थी श्रमिक के उक्त क्लेम को अस्वीकार किया गया है तथा प्रतिवाद स्वरूप यह अभिकथित किया गया है कि टेलीकाम (रेलवे विद्युतीकरण परियोजना) का विभाग अधिनियम के अन्तर्गत परिभाषित "उद्योग" नहीं रहा है तब अधिनियम के प्रावधान प्रतिपक्षी विभाग पर प्रभावी नहीं रहे हैं। प्रतिपक्षी, प्रार्थी श्रमिक का "नियोजक" भी नहीं रहा है बल्कि स्थानीय सहायक अभियन्ता ही नियोजक रहा है जिसे प्रार्थी श्रमिक द्वारा पक्षकार नहीं बनाया गया है। आगे यह भी अभिकथित किया गया है कि रेलवे विद्युतीकरण परियोजना के अन्तर्गत रेलवे लाईनों के विद्युतीकरण के कारण कार्य कर रही टेलीकाम लाईनों को इन्डक्शन जोन से दूर करने का कार्य किया जाता है जो कार्य पूर्णतया अस्थायी एवं समयबद्ध रहता है और उक्त कार्य पूर्ण होने पर परियोजना का कार्य समाप्त हो जाता है तब प्रार्थी श्रमिक का कार्य भी स्वतः समाप्त हो जाता है। प्रतिपक्षी विभाग की उक्त परियोजना 2 वर्ष से कम अवधि की रही है तब अधिनियम की धारा 25-एफ.एफ.एफ. 3-बी(2) से शासित होती है और प्रार्थी श्रमिक अधिनियम की धारा 25-एफ का लाभ प्राप्त करने का अधिकारी नहीं रहता है। प्रस्तुत प्रकरण में प्रतिपक्षी विभाग की उक्त परियोजना

दो वर्ष से कम अवधि तक चली है जिस परियोजना विशेष के कार्य समाप्त होने पूर्व ही प्रार्थी श्रमिक स्वतः स्वेच्छा से कार्यस्थल से चला गया है इस प्रकार प्रार्थी श्रमिक का कार्य स्वतः समाप्त हो गया है। प्रार्थी श्रमिक को प्रतिपक्षी नियोजक द्वारा कभी भी सेवा से पृथक् नहीं किया गया है वरन् प्रार्थी श्रमिक द्वारा कार्य समाप्ति से पूर्व ही स्वतः स्वेच्छा से सेवा का त्याग किया गया है तब प्रार्थी श्रमिक का मामला सेवा से छंटनी का भी नहीं रहा है। प्रार्थी श्रमिक द्वारा यह विवाद भी असाधारण विलम्ब से उठाया गया है तब वह कोई राहत भी प्राप्त करने का अधिकारी नहीं रहा है। प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक के मामले में अधिनियम के अधीन किसी भी प्रावधान की अवहेलना नहीं की गयी है। अतः प्रार्थी श्रमिक का प्रस्तुत क्लेम अस्वीकार किया जाकर निरस्त किया जावे।

4. प्रार्थी श्रमिक की ओर से मौखिक साक्ष्य में स्वयं प्रार्थी नन्द किशोर का शपथ-पत्र प्रस्तुत किया गया है जिस पर प्रतिनिधि प्रतिपक्षी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य में प्रदर्श डब्ल्यू. 1 लगा. डब्ल्यू. 4 तक प्रलेख प्रस्तुत कर प्रदर्शित करवाये गये हैं जिनका यथा-समय उल्लेख किया जावेगा। प्रतिपक्षी नियोजक की ओर से मौखिक साक्ष्य में साक्षी शिवाजी उपाध्याय, उप मण्डल अभियन्ता, टेलीकाम (रेलवे इलैक्ट्रिफिकेशन) दिल्ली का शपथ-पत्र प्रस्तुत किया गया है जिस पर प्रतिनिधि प्रार्थी द्वारा प्रतिपरीक्षा की गयी है। प्रलेखीय साक्ष्य में कम्प्यूटेशन रिपोर्ट ग्राफ बर्क विलरग-पत्र प्रस्तुत किया गया है।

5. मैंने दोनों पक्षों के विद्वान प्रतिनिधिगण की बाबत बहस सुनी जो बहस उनके उक्त अभिवचनों के अनुरूप ही रही है। विद्वान प्रतिनिधि प्रतिपक्षी द्वारा अपनी बहस समर्थन में माननीय उच्चतम न्यायालय का न्यायदृष्टान्त "ए.आई.आर. 1995 एम.सी. 1163-हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लिमि. बनाम हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लि. एम्पलाईज यूनियन, हैदराबाद एवं अन्य, माननीय राज. उच्च न्यायालय का न्यायदृष्टान्त" 1993 लेब. आई.सी. 678-दिनेश कुमार बनाम यूनियन आफ इण्डिया एवं अन्य एवं माननीय पंजाब एवं हरियाणा उच्च न्यायालय की पूर्ण पीठ का न्यायदृष्टान्त 1979 लेब. आई.सी. 12-सुन्दर सिंह बनाम ग्रेस कंस्ट्रक्शन बोर्ड, न्यू दिल्ली एवं अन्य" को उद्धृत किया गया है। इसके प्रतिवाद में विद्वान प्रतिनिधि प्रार्थी श्रमिक द्वारा माननीय उच्चतम न्यायालय का न्यायदृष्टान्त "ए.आई.आर. 1999 एस.सी. 355-लाल मोहम्मद एवं अन्य बनाम इण्डियन रेलवे कंस्ट्रक्शन कंपनी लिमि. एवं अन्य" को उद्धृत किया गया है।

6. मैंने दोनों पक्षों के विद्वान प्रतिनिधिगण की बहस पर विचार किया तथा उद्धृत उक्त न्यायदृष्टान्तों में प्रतिपादित न्यायमिश्रितियों व अभिमतों पर तथा पत्रावली व अभिलेख पर ध्यानपूर्वक अवलोकन व मनन किया।

7. क्लेम समर्थन में मौखिक साक्ष्य में प्रस्तुत शपथ-पत्र पर प्रार्थी श्रमिक की अपने नियोजनकाल व कार्यदिवसों के संदर्भ में यह मुख्यतः साक्ष्य रही है कि प्रार्थी श्रमिक द्वारा प्रतिपक्षी नियोजक के यहां माह मार्च, 87 से नियोजित होकर अप्रैल, 88 अर्थात् 30-4-88 तक निरन्तर कार्य किया गया है। प्रार्थी श्रमिक द्वारा अपनी साक्ष्य के समर्थन में प्रतिपक्षी नियोजक की ओर से प्रार्थी श्रमिक के नियोजनकाल व कार्यदिवसों का प्रमाणित कार्य विवरण-पत्र प्रलेख प्रदर्श डब्ल्यू-2 भी प्रस्तुत कर प्रदर्शित करवाया गया है। प्रलेख प्रदर्श डब्ल्यू-2 के अवलोकन पर प्रतिपक्षी नियोजक द्वारा यह प्रमाणित किया गया है कि प्रार्थी श्रमिक द्वारा माह मार्च, 87 से माह अप्रैल, 88 तक की नियोजनावधि में कुल 338 दिवस कार्य किया गया है जिन कार्यदिवसों का माहवार विवरण भी अंकित किया गया है। प्रतिपक्षी नियोजक की ओर से जवाब क्लेम प्रस्तुत कर व प्रतिपक्षी साक्षी द्वारा साक्ष्य में अपना शपथ-पत्र प्रस्तुत कर प्रार्थी श्रमिक के उक्त कथित नियोजनकाल व कार्यदिवसों का प्रतिवाद भी नहीं किया गया है और न ही खण्डन में कोई प्रलेखीय साक्ष्य ही प्रस्तुत की गयी है तब प्रार्थी श्रमिक की उक्त मौखिक एवं प्रलेखीय साक्ष्य से यह पूर्णतया प्रमाणित हुआ है कि प्रार्थी श्रमिक का प्रतिपक्षी नियोजक के यहां नियोजनकाल माह मार्च, 87 से माह अप्रैल, 88 तक का रहा है और प्रार्थी श्रमिक द्वारा उक्त नियोजनकाल में प्रत्येक 12 कलेंडर माह में 240 दिवस सेवा कार्य पूर्ण कर कम से कम निरन्तर एक वर्ष की सेवा पूर्ण की गयी है।

8. प्रार्थी श्रमिक की अपनी सेवा मुक्ति के सन्दर्भ में आगे शपथ-पत्र पर मुख्यतः यह साक्ष्य रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को वि. 1-5-88 में बिना वरिष्ठता सूची का प्रकाशन किये व बिना एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा किये अथवा प्रस्तावित किये अधिनियम की धारा 25-एफ. एवं औद्योग. वि. नियमों के नियम 77 के आशात्मक प्रावधानों की अवहेलना करते हुए अनुचित व अवैध प्रकार से सेवा से पृथक कर दिया गया। इसके विपरीत प्रतिपक्षी साक्षी का शपथ-पत्र पर इस सन्दर्भ में वैधानिक आपत्तियों के अतिरिक्त यह साक्ष्य रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को कभी भी सेवा से पृथक नहीं किया गया है परन्तु प्रार्थी श्रमिक द्वारा स्वतः स्वेच्छा से कार्य समाप्ति पर सेवा त्याग दिया गया है। प्रतिपक्षी नियोजक साक्षी द्वारा शपथ-पत्र पर यह स्वीकार किया गया है कि उसके द्वारा शपथ-पत्र उपलब्ध जानकारी के आधार पर दिया गया है। प्रतिपक्षी साक्षी द्वारा अपनी उक्त साक्ष्य के समर्थन में प्रार्थी श्रमिक का स्वतः स्वेच्छा से सेवा त्याग के सन्दर्भ में कोई सेवा त्याग-पत्र, उपस्थिति रजिस्टर इन्द्राजात, कार्यालय टिप्पणी आदि कोई प्रलेख प्रस्तुत नहीं किया गया है तब प्रतिपक्षी साक्षी की उक्त साक्ष्य व्यक्तिगत जानकारी पर न होने के आधार पर व अभिलेख की समर्थित साक्ष्य के अभाव में स्वीकार किये जाने योग्य नहीं रहती है जब प्रार्थी

श्रमिक की शपथ-पत्र पर रही उक्त अखण्डित मौखिक साक्ष्य से यह पूर्णतया प्रमाणित हुआ है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को वि. 1-5-88 से सेवा से पृथक किया गया है। प्रतिपक्षी साक्षी की शपथ-पत्र पर ऐसी साक्ष्य भी नहीं रही है कि प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को सेवा से पृथक करते समय अधिनियम की धारा 25-एफ की परिपालना की गयी है तथा सेवा पृथक करने से पूर्व औ. वि. नियमों के नियम 77 के अनुसार प्रार्थी श्रमिक संवर्ग की कोई वरिष्ठता सूची का प्रकाशन किया गया है तब प्रार्थी श्रमिक की अखण्डित रही साक्ष्य से यह भी पूर्णतया प्रमाणित हुआ है कि प्रतिपक्षी द्वारा प्रार्थी श्रमिक को सेवा से पृथक करते समय अधिनियम की धारा 25-एफ. व औ. वि. नियमों के नियम 77 के आशात्मक प्रावधानों की परिपालना नहीं की गयी है।

9. प्रमाणित उक्त तथ्यों पर प्रतिपक्षी नियोजक की ओर से प्रथम यह वैधानिक आपत्ति रही है कि प्रतिपक्षी टेलीकाम विभाग, अधिनियम के अधीन परिभाषित एक "उद्योग" नहीं रहा है तब प्रतिपक्षी विभाग पर अधिनियम के प्रावधान प्रभावी नहीं होते हैं। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति पर विचार किया। माननीय उच्चतम न्यायालय द्वारा अपने न्यायवृष्टांत "ए. आई. आर. 1998 एस. सी. 656-जनरल मैनेजर टेलीकाम बनाम एस. श्री निवास राव व अन्य" के मामले में उक्त बिन्दु पर पूर्व में रहे विवाद को समाप्त करते हुए यह स्पष्टतः प्रतिपादित कर दिया गया है कि टेलीकाम विभाग अधिनियम की धारा 2 (जे) में परिभाषित एक "उद्योग" रहा है, वह व्यावसायिक कार्यों का निष्पादन करता है और उसके द्वारा सरकार के किसी सम्प्रभुता के कार्य का निष्पादन नहीं किया जाता है तब प्रतिपक्षी नियोजक की ओर से उठायी गयी उक्त आपत्ति भी स्वीकार किये जाने योग्य नहीं पायी जाती है।

10. प्रतिपक्षी नियोजक की ओर से द्वितीय यह वैधानिक आपत्ति उठायी गयी है कि प्रतिपक्षी डिजिटल प्रार्थी श्रमिक का नियोजक नहीं रहा है बल्कि नियोजक स्थानीय सहा. अभियन्ता, सब डिजिटल, कोटा रहा है जिसे प्रार्थी श्रमिक द्वारा पक्षकार नहीं बनाया गया है तब प्रार्थी श्रमिक का प्रस्तुत क्लेम मात्र इस आधार पर ही निरस्तनीय रहा है। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति पर भी विचार किया। प्रार्थी श्रमिक के उक्त सन्दर्भ में क्लेम स्टेटमेंट में व शपथ-पत्र में यह अभिकथन व साक्ष्य रही है कि प्रार्थी श्रमिक डिजिटल इंजीनियर, कोटा के अधीन कार्यरत था जिसका कार्यभार अभी डिजिटल इंजीनियर, दूर संचार (रेलवे इलेक्ट्रिकफिकेशन) नई दिल्ली के पास है, इस कारण प्रतिपक्षी डिजिटल को ही पक्षकार बनाया गया है। प्रार्थी श्रमिक की शपथ-पत्र पर रही उक्त साक्ष्य पर प्रतिपक्षी की ओर से कोई प्रतिपरीक्षा भी नहीं की गयी है। प्रतिपक्षी नियोजक की ओर से प्रार्थी श्रमिक के उक्त कथनों के खण्डन में कोटा

डिविजन के समापन व प्रतिपक्षी डिविजन के निर्माण सम्बन्धी कोई प्रलेख प्रस्तुत नहीं किये गये हैं तब प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति भी स्वीकार किये जाने योग्य नहीं पायी जाती है।

11. प्रतिपक्षी नियोजक की ओर से तृतीय यह वैधानिक आपत्ति उठायी गयी है कि प्रार्थी श्रमिक के नियोजक रहे कोटा डिविजन का अन्दर अर्वाध दो वर्ष कार्य समाप्त होने पर क्लोजर हो गया है जो उक्त डिविजन का क्लोजर अधिनियम की धारा 25-एफ. एफ. ए. (1) के अपवाद (बी) के अन्तर्गत व धारा 25-एफ. एफ. ए. (2) के अन्तर्गत रहा है तब प्रतिपक्षी विभाग के लिए उक्त डिविजन के क्लोजर के लिए समुचित सरकार से पूर्व स्वीकृति लिया जाना व सेवा से छटनी से पूर्व अधिनियम की धारा 25-एफ (बी) की परिपालना किया जाना वैधानिक रूप में आवश्यक नहीं रहा है। विद्वान प्रतिनिधि प्रतिपक्षी द्वारा उक्त सन्दर्भ में माननीय उच्चतम न्यायालय का न्यय दृष्टांत "ए. आई. आर. 1995 एस. सी. 1163, माननीय राज. उच्च न्यायालय का न्यय दृष्टांत 1993 लेब. आई. सी. 678 व माननीय पंजाब एवं हरियाणा उच्च न्यायालय की पूर्ण पीठ का न्यय दृष्टांत 1979 लेब. आई. सी. 12" उद्धरित भी किये गये हैं। प्रतिवाध में प्रतिनिधि प्रार्थी की ओर से माननीय उच्चतम न्यायालय का न्यय दृष्टांत "ए. आई. आर. 1999 एस. सी. 355" भी उद्धरित किया गया है। मैंने प्रतिपक्षी की ओर से उठायी गयी उक्त आपत्ति पर भी विचार किया। अधिनियम की धारा 25-एफ. एफ. ए. (1) के प्रावधानानुसार यदि नियोजक अपनी किसी अण्डरटेकिंग का क्लोजर चाहता है तब उसे निर्धारित प्रफोर्म पर कम से कम 60 दिवस पूर्व समुचित सरकार को नोटिस दिया जाना आवश्यक रहता है। उक्त धारा के परन्तुक (बी) में यह अपवाद भी रहा है कि उक्त कथित नोटिस ऐसी अण्डरटेकिंग जो भवनों, पुलों, सड़कों, नहरों, बांधों और ऐसी परियोजनाओं के अग्र निर्माण कार्यों का कार्य करती है, के क्लोजर होने पर दिया जाना आवश्यक नहीं रहेगा। अधिनियम की धारा 25-एफ. एफ. ए. (1) में यह प्रावधान रहा है कि जब कोई अण्डरटेकिंग में कार्यरत रहे ऐसे श्रमिक जिनके द्वारा कम से कम एक वर्ष की निरन्तर पूर्ण सेवा कर ली गयी है, वे अधिनियम की धारा 25-एफ के अनुसार नोटिस अथवा नोटिस वेतन व छटनी का भ्रूषावा प्राप्त करने के अधिकारी रहेंगे। उक्त धारा 25-एफ. एफ. ए. (2) में यह प्रावधान रहा है कि ऐसी अण्डरटेकिंग जो भवनों, पुलों, सड़कों, नहरों व बांधों व ऐसे अग्र निर्माण कार्य करती है और उनका उक्त कार्य अन्दर अर्वाध 2 वर्ष समाप्त हो जाने पर उनका क्लोजर होना है तब ही अण्डरटेकिंग में कार्यरत श्रमिक अधिनियम की धारा 25-एफ (बी) के अन्तर्गत भ्रूषावा प्राप्त करने के अधिकारी नहीं रहते हैं। प्रस्तुत प्रकरण में प्रतिपक्षी नियोजक की ओर से जबाब क्लेम प्रस्तुत कर रहे हैं। अभिकथित किया गया है कि प्रतिपक्षी

टेलीकाम (रेलवे विद्युतीकरण) परियोजना का कार्य रेलवे लाईनों के विद्युतीकरण के कारण रेलवे लाईनों के साथ-साथ काम कर रही टेलीकाम लाईनों को इन्डक्शन जोन से सेफर जोन में स्थानान्तरित करने का रहा है। यह टेलीकाम लाईनों का स्थानान्तरण किस प्रकार से निर्माण कार्य रहा है, इस सन्दर्भ में प्रतिपक्षी नियोजक की ओर से कोई मौखिक एवं प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है तब साक्ष्य विशेष के अभाव में टेलीकाम लाईनों को इन्डक्शन जोन से सेफर जोन में स्थानान्तरित किया जाना किसी भी प्रकार से उपरोक्त प्रावधान निर्माण कार्य होना नहीं पाया जाता है। प्रतिपक्षी टेलीकाम विभाग द्वारा किये जाने वाले उक्त कार्य समाप्त हो गया, इस सन्दर्भ में भी प्रतिपक्षी नियोजक की ओर से कोई साक्ष्य प्रस्तुत नहीं की गयी है। इसके विपरीत प्रतिपक्षी डिविजन स्वयं उक्त कार्य के लिए वर्तमान तक भी विद्यमान रहा है। प्रतिपक्षी साक्षी की शपथ-पत्र पर प्रतिपरीक्षा पर इस सन्दर्भ में यह महत्वपूर्ण स्वीकारोक्तियां भी रही हैं कि रेलवे लाईनों के विद्युतीकरण के फलस्वरूप प्रतिपक्षी टेलीकाम विभाग को अपनी टेलीकाम लाईनें जो रेलवे लाईनों के साथ-साथ रही हैं, को इन्डक्शन जोन से सेफर जोन में स्थानान्तरित किया जाना आवश्यक हो गया था तब प्रतिपक्षी टेलीकाम विभाग द्वारा इस कार्य को अपनी एक परियोजना के रूप में लिया जाकर पूरे भारत वर्ष के लिए एक मुख्य महाप्रबन्धक (रेलवे इलेक्ट्रिफिकेशन का पद सृजित कर उसके अधीन विभिन्न क्षेत्रों के लिए तीन जोन स्थापित किये गये हैं जिन प्रत्येक जोन के अधीन कार्य का आवश्यकतानुसार डिविजन तथा सब डिविजनों को स्थापित किया गया है। प्रतिपक्षी साक्षी की आगे यह स्वीकारोक्ति भी रही है कि उक्त मुख्य महाप्रबन्धक (आर. ई.) का पद नियम विन से स्थापित किया गया उस दिन से वर्तमान तक स्थापित रहा है और उक्त परियोजना का काम पूरे देश में कहीं न कहीं चलता रहता है तब प्रतिपक्षी साक्षी की शपथ-पत्र पर रही उक्त स्वीकारोक्तियों के अनुसार भी प्रतिपक्षी टेलीकाम विभाग की उक्त परियोजना का समापन हो जाना नहीं पाया जाता है। आगे प्रतिपक्षी साक्षी की कोटा डिविजन के प्रारम्भ होने व उसके समापन होने के सन्दर्भ में शपथ-पत्र पर मुख्यतः यह साक्ष्य रही है कि कोटा डिविजन की उक्त परियोजना का कार्य दि. 1-8-86 से 24-5-88 तक चला था जो उसके पश्चात समाप्त हो गया। प्रतिपक्षी साक्षी द्वारा अपनी उक्त साक्ष्य के समर्थन में कम्प्लीशन रिपोर्ट प्रलेख प्रदर्श एम. 1 भी प्रस्तुत की गयी है। प्रस्तुत उक्त प्रलेख के अवलोकन पर यह भी प्रकट हुआ है कि उक्त कम्प्लीशन रिपोर्ट प्रतिपक्षी साक्षी स्वयं द्वारा ही बनायी गयी है तब उक्त रिपोर्ट एक स्टेटमेंट के रूप में रही है जो स्वयं में कोई साक्ष्य नहीं रही है तथा प्रतिपक्षी साक्षी द्वारा जिन प्रलेखों के आधार पर उक्त स्टेटमेंट बनाया गया है, उन प्रलेखों की उक्त स्टेटमेंट रिपोर्ट के समर्थन में स्थापनाधिकरण के समक्ष प्रस्तुत नहीं किया गया है तब प्रतिपक्षी साक्षी की उक्त परियोजना का किसी प्रलेखीय साक्ष्य से

समर्थन नहीं हुआ है। प्रतिपक्षी नियोजक की ओर से कोटा डिविजन के प्रारम्भ किये जाने व समापन किये जाने सम्बन्धी कोई प्रलेख भी न्यायाधिकरण के समक्ष प्रस्तुत नहीं किये गये हैं तब प्रतिपक्षी नियोजक की साक्ष्य से यह कतई प्रमाणित नहीं हुआ है कि प्रतिपक्षी विभाग का कोटा डिविजन कब प्रारम्भ होकर कब समाप्त हुआ और कोटा डिविजन उक्त कार्य के लिए एक स्वतंत्र परियोजना इकाई रही हो। प्रतिपक्षी नियोजक की ओर से प्रस्तुत प्रकरण में कथित उक्त परियोजना सम्बन्धी कोई प्रलेख न्यायाधिकरण के समक्ष प्रस्तुत नहीं किया गया है। उभयपक्षों द्वारा उद्धृत उक्त न्याय दृष्टांतों के मामले में नियोजक की ओर से कथित परियोजनाओं से सम्बन्धित समस्त प्रलेखों को प्रस्तुत किया गया है तब उक्त प्रलेखों के विवेचनोपरान्त उद्धृत उक्त निर्णयों में माननीय न्यायालयों द्वारा न्याय सिद्धांत व अभिमत प्रकट किये गये हैं। इस न्यायाधिकरण के समक्ष प्रतिपक्षी नियोजक की ओर से उक्त सन्दर्भ में कोई प्रलेखीय साक्ष्य प्रस्तुत नहीं की गयी है तब साक्ष्य के अभाव में उक्त न्याय दृष्टांतों में प्रतिपादित न्याय सिद्धांत व अभिमत इस प्रकरण के लिए सुसंगत नहीं रहे हैं। इस प्रकार उक्त तथ्यात्मक एवं वैधानिक विवेचनोपरान्त प्रतिपक्षी नियोजक अधिनियम की धारा 25-एफ.एफ.ए. (1) के अपवाद (बी) व अधिनियम की धारा 25-एफ. एफ. एफ. (2) का लाभ प्राप्त करने का अधिकारी होना नहीं पाया जाता है तब प्रतिपक्षी नियोजक की ओर से उठाए गए उक्त आपत्ति भी स्वीकार किये जाना योग्य नहीं पायी जाती है।

12. प्रतिपक्षी नियोजक की ओर से चतुर्थ यह वैधानिक आपत्ति उठायी गयी है कि प्रार्थी श्रमिक द्वारा यह विवाद सेवा पृथक की तिथि 1-5-88 के करीब 5 वर्ष पश्चात असाधारण विलम्ब से उठाया गया है तब वह उक्त विवाद में कोई राहत प्राप्त करने का अधिकारी नहीं रहा है। मैंने इस वैधानिक आपत्ति पर भी विचार किया। अधिनियम व उसके अधीन बनाये गये नियमों के अन्तर्गत विवाद प्रस्तुत किये जाने की कोई समयवधि निश्चित नहीं की हुई है तब भी माननीय उच्चतम न्यायालय के न्याय दृष्टांत "ए.आई. आर. 1959 एस. सी. 1217-मै. शालीमार वर्क्स लिमि. बनाम उनके श्रमिकगण" में प्रतिपादित न्यायिक सिद्धांत अनुसार विवाद युक्तियुक्त समयवधि में ही प्रस्तुत किया जाना चाहिए। माननीय उच्चतम न्यायालय द्वारा अपने न्याय दृष्टांत "(1977) 2 एस. सी. सी. 705-कोक्स एण्ड किम्स (ऐजेन्ट्स) लिमि. बनाम उनके श्रमिकगण" में उनके समक्ष रहे ऐसे मामले में जिसमें विवाद सन् 1966 में उत्पन्न हुआ था और 1966 में ही श्रम समझौता अधिकारी के समक्ष मामला प्रस्तुत कर दिया गया था किन्तु कुछ तकनीकी दोष रहने पर प्रतिपक्षी नियोजक को नोटिस दि. 25-10-72 को तामील करवाये जाने पर श्रमिक के विवाद को 6 वर्ष के असाधारण विलम्ब से प्रस्तुत किया जाना मानते हुए उसे उक्त विलम्ब अवधि का पिछला वेतन नहीं दिलवाये जाने का अभिमत प्रकट किया गया। प्रस्तुत

प्रकरण में अभिलेख पर यह प्रकट हुआ है कि प्रार्थी श्रमिक द्वारा अपना यह विवाद सेवा पृथक की तिथि 1-5-88 के लगभग 4 वर्ष पश्चात दि. 18-2-92 को असाधारण विलम्ब से उठाया गया है जिसका कि समर्थन अभिलेख पर प्रस्तुत सहा. श्रमायुक्ता (केन्द्रीय) के प्रसक्त वार्ता प्रतिवेदन दिनांकित 15-7-92 प्रदर्श डबल्यू 3 में भी होता है तब प्रार्थी श्रमिक भी उक्त न्याय दृष्टांतों में प्रतिपादित न्यायसिद्धांतों के प्रकाश में उक्त विलम्ब अवधि का कोई पिछला वेतन प्राप्त करने का अधिकारी होना नहीं रहता है तथा प्रतिपक्षी नियोजक की ओर से उठाई गयी उक्त आपत्ति को भी उक्त प्रकार से निरूपित किया जाता है। इस प्रकार साक्ष्य के उक्त विवेचनोपरान्त प्रतिपक्षी नियोजक द्वारा प्रार्थी श्रमिक को दि. 1-5-88 से अधिनियम की धारा 25-एफ. व श्रौ. वि. नियमों के नियम 77 के आज्ञात्मक प्रावधानों की अवहेलना करते हुए सेवा से पृथक किया जाना किसी भी प्रकार से उचित एवं वैध होना नहीं पाया जाता है तब प्रार्थी श्रमिक अधिनियम के प्रावधानान्तर्गत प्रतिपक्षी नियोजक के यहाँ नियोजन में सेवा की निरन्तरता सहित पुनः सेवा पर बहाल करवाये जाने का अधिकारी होना भी पाया जाता है।

13. अब जहाँ तक प्रार्थी श्रमिक के पिछले वेतन को प्राप्त करने के अधिकार का प्रश्न है, प्रार्थी श्रमिक की ओर से अपने क्लेम स्टेटमेंट में सेवा पृथक पश्चात बेरोजगार रहने सम्बन्धी कोई अभिकथन नहीं रहे हैं तब प्रतिपक्षी नियोजक की ओर से प्रस्तुत जवाब में इस सम्बन्धी कोई प्रतिवाद भी नहीं रहा है। प्रार्थी श्रमिक की सर्वप्रथम अपने शपथपत्र की प्रतिपरीक्षा पर यह साक्ष्य रही है कि उसने सेवा से हटने के बाद कहीं काम नहीं किया परन्तु उसके चार-पांच बीघा जमीन है जिससे खर्चा चलता है, खेती-बाड़ी करता है उससे करीब 4-5 हजार रुपये साल की आमदनी हो जाती है। इस प्रकार श्रमिक की साध्या-नुसार ही प्रार्थी श्रमिक सेवा पृथक अवधि में आंशिक रूप से अन्यत्र लाभकारी नियोजित भी रहा है तब प्रस्तुत तथ्यों एवं समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी श्रमिक पिछले वेतन स्वरूप 30% वेतन ही प्राप्त करने का अधिकारी होना पाया जाता है जो पिछला वेतन बो दि. 10-2-92 से प्राप्त करने का अधिकारी रहेगा।

14. अतः उक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय नई दिल्ली, द्वारा सम्प्रेषित निर्देश को इस प्रकार उत्तरित किया जाता है कि प्रतिपक्षी नियोजक डिविजनल इंजीनियर, टेलीकाम (दूर-संचार) (रेलवे विद्युतीकरण) बी-1/10, कम्प्यूटी सेन्टर, जनकपुरी, नई दिल्ली द्वारा प्रार्थी श्रमिक नन्द किशोर को दिनांक 1-5-88 से सेवा से पृथक करना उचित एवं वैध नहीं है, फलस्वरूप प्रार्थी श्रमिक अपनी सेवा की निरन्तरता सहित पुनः सेवा में आने का अधिकारी घोषित किया जाता है। चूंकि प्रार्थी श्रमिक द्वारा सेवा से पृथक की तिथि 1-5-88 के लगभग 4 वर्ष पश्चात दि. 10-2-92 को विलम्ब से उठाया गया

है, अतः प्रकरण की परिस्थितियों में प्रार्थी श्रमिक उक्त विलम्ब अवधि का कोई वेतन प्राप्त करने का अधिकारी नहीं होगा या तदनुशान्त दि. 10-2-92 से पिछले वेतन स्वरूप 30% वेतन ही प्राप्त करने का अधिकारी होगा ।

इस अधिवर्णन को सम्बन्धित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जावे ।

जगदीश प्रसाद वर्मा, न्यायाधीश

नई दिल्ली, 23 सितम्बर, 1999

का.आ. 2989.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विहङ्गल फीक्ट्री के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-9-99 को प्राप्त हुआ था ।

[सं. एल-42012/246/94-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 23rd September, 1999

S.O. 2989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Vehicle Factory and their workman, which was received by the Central Government on 23-9-99.

[No. L-42012/246/94-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM- LABOUR
COURT, JABALPUR (MP)

SHRI D. N. DIXIT, Presiding Officer

Case No. CGIT/LC/R/65/96

Shri Pratap Singh Thakur,

Or. No. 151, Kariya Pathhar,

Ghamapur, Jabalpur. ... Applicant

Versus

General Manager,

Vehicle Factory,

Jabalpur. ... Non-applicant

AWARD

Delivered on this 2nd day of September, 1999

1. The Government of India, Ministry of Labour vide Order No. L-42012/246/95 dated 16-2-96 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Vehicle Factory, Jabalpur in terminating the services of Shri Pratap Singh Thakur, justified? If not what relief the workman concerned is entitled to?”

2. The workman remained absent continuously from 19-5-99. It seems that he is not interested in the present case. The award is given in favour of the management. Parties to bear their own cost.

3. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 23 सितम्बर, 1999

का.आ. 2990.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.डी.ओ., टेलेकॉम, देवास के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-9-99 को प्राप्त हुआ था ।

[सं. एल-40012/87/90-आई.आर. (डी.यू.) टी 2(बी)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 23rd September, 1999

S.O. 2990.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.D.O., Telecom. Dewas and their workman, which was received by the Central Government on 23-9-99.

[No. L-40012/87/90-IR(DU)-D2(B)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

SHRI D. N. DIXIT, Presiding Officer

CASE NO. CGIT/LC/R/117/91

Shri Bahadur Singh —Applicant.

Versus

The S.D.O. Telecom. Dewas—Non applicant.

AWARD

Delivered on this 20th day of August, 1999

1. The Govt. of India, Ministry of Labour vide order No. L-40012/87/90/IRDU/D-2(B) dated 14-6-91 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of SDO, Telephone, Dewas and Divisional Officer, Malwa Telecom Division, Indore in terminating the services of Shri Bahadur Singh is justified? If not, what relief the workman is entitled to?”

2. The case of the workman Shri Bahadur Singh is that he worked with the management from the year 1980 to February, 1989 at different places. The management has issued a certificate in his favour on 10-7-85 showing that the workman has worked for about 772 days till that time. A second certificate issued on 26-6-87 shows working days of the workman as 546. The 3rd certificate issued on 19-12-87 shows that the workman has done 62 days of work. The 4th certificate dated 13-2-89 shows that the workman has done 129 days of work. The workman was not taken on duty by the management in the year 1989. According to workman he has worked for about 10 years in the department and has acquired a permanent status without any reason. The services of workman has been terminated. Person junior to the workman are holding permanent job with the management. The workman wants that he be taken on duty from the year 1989 and he be paid back wages and allowances.

3. The case of the management is that the workman was engaged as a casual labour whenever the work was available. His employment was not against a permanent vacancy. The workman has has never completed 240 days in one calendar year. The workman himself remained absent from work and voluntarily remained absent. The services of workman has not been terminated by the management. The workman is not entitled to any relief. The workman did not attend his work from August, 88 to February, 89, his post was not filled up. When workman did not turn up for 7 months then it was filled up by another labour. It is a case of voluntary leaving the work by the workman and workman is not entitled to any relief.

4. It is for the workman to prove that he has not been given work from July, 1988. The contention of the management is that he did not turn up for work from July, 1988. This fact is stated in para 6 of the written statement of management. The workman has not contradicted this fact. Infact the workman has not filed a rejoinder to these allegations in written statement.

5. The workman has stated in his affidavit filed in the court that his daughter was serious in the month of July, 1988 hence he could not attend to his work. This fact is not supported by documentary evidence. Every person working in Government Department is aware that leave application is required for the absence from duty. The workman has not submitted any leave applications for a continuous period of 7 months.

6. The case of the workman is that he was not taken in service in the year 1989. The reference in the present case on the other hand speaks that the services of the workman has been terminated. Thus, the position as stated by the workman in statement of claim is quite different to the position stated in reference dated 14-6-91. It is established that the services of workman Shri Bahadur Singh has not been terminated by the management. The workman himself did not report for duty for a continuous period of 7 months from August, 1988 to February, 1989.

7. The workman was a casual labour. He has not acquired any status in his job. The management cannot be forged to accept him as a casual labour after a continuous absence of 7 months. The case of the workman is devoid of any merit.

8. The award is given in favour of management. Parties to bear their own cost.

9. Copies of the award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1999

का.प्रा. 2991.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन इम्यूनोलॉजिकल्स लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुष्ठान में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण नं. II, हैदराबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-99 को प्राप्त हुआ था।

[सं. एल-42011/29/97-आई.गार. (डी. यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd September, 1999

S.O. 2991.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, No. II, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Immunologicals Ltd., and their workman, which was received by the Central Government on 22-9-99.

[No. I-42011/29/97-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-II,
ANDHRA PRADESH, HYDERABAD

Present :

Sri K. Rajagopala Reddy, B.A., B.L., Chairman.

Dated : 20th August, 1999

I. D. No. 46 of 1998

(CENTRAL)

BETWEEN

The General Secretary,
Indian Immunologicals Employees Union,
IEU, Rakshapuram,
Gachibowli,
HYDERABAD-500 019 .. Petitioner

AND

The General Manager,
Indian Immunologicals,
Rakshapuram,
Gachibowli,
HYDERABAD-500 019 .. Respondent

Appearances :

Sri R. Sudhakar, Advocate for Petitioner.

Sri A. Krishna Murthy, Advocate for Respondent.

AWARD

1. This reference is made as per Orders of Central Government of India, as per Order No. 42011/29/97/IR(DU); dated 11-6-1998, under clause (d) of sub-section (1) and Sub-Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of the dispute between the Management of Indian Immunologicals Limited and their workmen in respect of the matter specified in the Schedule which is as follows :

“Whether the action of the Management of Indian Immunologicals Limited in Awarding the Punishment of stoppage of one increment to Sri T. Prabhakar is justified? If not, to what relief the workman is entitled for?”

2. After receiving the above reference the same was taken on file as I.D. 46 of 1998 and notices are issued to both the parties. After receiving the notices the Petitioner made his appearance through an Advocate. Likewise the Respondent also made his appearance through his Advocate. Thereafter the Petitioner filed a Claim Statement and the Respondent filed a Counter.

3. The Petitioner filed a memo stating that they are not disputing the Domestic Enquiry conducted by the Management and hence it may be declared as valid and the matter may be posted for arguments under section 11A of I.D. Act.

4. The averments made in the Claim Statement in brief are as follows : The Petitioner Union is a Registered Trade Union under the Provisions of the Trade Union Act, 1926 bearing Registration No. A-1259. The Majority of the Petitioner employed in the Respondent Organisation are the members of the Petitioner's Union. The Union has taken up the issue with regard to the imposition of punishment on Sri T. Prabhakar, Junior Technician who is a member of the Petitioner's Union. The conciliation proceedings initiated by the Petitioner Union before the Assistant Labour Commissioner (C)-I, Office of the Labour Commissioner, Central Hyderabad, ended in failure

on 31-3-1997 and the Assistant Commissioner of Labour submitted a failure report in respect of the conciliation proceedings to the Secretary, Government of India, Ministry of Labour. Based on the above the Bharat Sarkar, Shram Mantralaya was pleased to refer the dispute for adjudication before this Industrial Tribunal-II.

Sri T. Prakhakar, hereinafter called to as Petitioner is employed in the Respondent Organisation since 1983 as Junior Technician and was Ex-General Secretary of the Employees Union during the period from 1987 to 1991 and actively participated in Union activities and was responsible for entering into several wage settlements with the Respondent Organisation. On 18th July, 1995 the Petitioner was issued with a chargesheet alleging that he had acted in disorderly manner and in a manner subversive of discipline etc., and the same as per the Respondent would amount to misconduct as per clause 25(1), (9), (19) and (44) of Certified Standing Orders and directed to Petitioner to submit an explanation into the above alleged charges levelled against him and was placed under suspension with immediate effect. The Petitioner submitted an explanation in respect of alleged charges levelled against him vide his explanation letter dated 20-07-95 stating that he has not indulged in the acts of misconduct as alleged and on the contrary the Security Officer Sri Laxma Reddy behaved in a manner subversive of discipline, threatening etc. The Suspension Ordered was unwarranted and requested the Respondent to lift the suspension and withdrew the charges. The Petitioner union and its members taken a serious note of the illegal suspension of the Petitioner on the fabricated charges and launched an indefinite agitation on 19th and 20th July, 1995. However on the promises of the Respondent that the Petitioner will be left out without any punishment once if he attends the enquiry being conducted by the Management and the Union based on the above assurances had withdrawn the ongoing agitation by the members of the Union, and advised the Petitioner to attend the enquiry as to harm will be done to him. Thereafter the Respondent conducted an enquiry with one Mr. Bharadwaj, an outsider and the said enquiry officer found the Petitioner guilty of the charges as alleged and vide its letter dated 27-7-1995 issued a show cause notice. In response to the said notice, the Petitioner submitted a detailed explanation stating that the enquiry officer had not conducted a fair and reasonable enquiry in accordance with the principles of natural justice and refused to accept the findings of the Enquiry. Respondent not satisfied with the explanation submitted by the Petitioner vide its letter dated 28th July, 1995, issued a show cause notice for the proposed punishment of stoppage of one increment for a period of one year. The Petitioner in response to the said letter once again requested not to impose any punishment as entire enquiry proceedings are perverse and findings arrived are not based on evidence and the charge is not established. But the Respondent with a determination to punish the petitioner imposed the punishment of stoppage of one increment for a period of one year. The Enquiry Proceedings have been conducted in gross violation of principles of natural justice and fair play and procedure. Fair and reasonable opportunity to defend the

case was not afforded to the Petitioner. As such the enquiry proceedings and report are illegal and invalid. The Enquiry Officer made foolish arguments and to hold the Petitioner guilty in some how in Order to please the Respondent and to get appointed himself as an Enquiry Officer in future Enquiry proceedings. The Petitioner fails to understand the rejection of legitimate contentions etc., and his unwanted reference "Suffering from status ego problem and foolish argument that no management upon the earth will be vindicative for setting the issue". The above finding is very clearly and beyond reasonable doubt establishes the haste and unwarranted, enthusiasm and inspiration to hold the Petitioner guilty of the alleged charges levelled against the Petitioner. The enquiry officer had not acted in good faith and findings are not based on evidence and the charge is not established. The enquiry officer had totally relied on the single evidence i.e., of Laxma Reddy, Assistant Officer, (Security). The Enquiry Officer failed to take into account the depositions of the other witnesses. The Depositions of the Respondent were not tallying and are contrary to each other. The enquiry officer instead of acting a fair and neutral usurped the role of the Prosecuting Officer and conducted the proceedings by putting several leading questions in spite of repeated objections from the Petitioner and the Co-workman. The Disciplinary Authority failed to use his mind and analyse the enquiry proceedings and findings. The authority ought to have taken into consideration the enquiry officers deliberate and mala fide actions of totally rejecting the depositions of the defence witnesses as baseless and the witnesses of the Respondent as authentic. This itself shows no application of proper mind was applied and issue was predetermined to punish the Petitioner as he was an Ex-General Secretary of the Union and to act as Trade Union member exposing the causes of members of the Union. Hence it is prayed to declare and set aside the impugned Order No. II ADM/0115/PF/95/446, dated 28th July, 1995 as null and void and direct the Respondent to release all legally due withheld increment payments and suspension wages with consequential benefits and costs.

5. On the other hand the Respondent filed a counter denying the allegations made in the Petition. The Present Petition is not maintained either in Law or on the facts of the case and the same is liable to be dismissed in limini. It is submitted that certain grave and serious misconducts were alleged against Sri T. Prabhakar and as such the Petitioner was issued with Charge sheet dated 18-07-1995. The said Charge-sheet reads as under :

"It has been reported that on 17-07-1995, at about 17.05 Hrs. while employees were being Physically checked at main gate by security staff, as per the prevailing practice and also as per clause No. 6 of Certified Standing Orders, you have after offering yourself for checking, raised an issue with Sri T. Laxma Reddy, Assistant Officer (S&E), who was present at the main gate, saying that why officers were not subject to pocket checking? To this Sri Laxma Reddy

replied stating that Officers are not subjected to pocket checking and if doubt arises, they will also be checked. Further, you have approached towards Sri Laxma Reddy in a violent manner, giving an indication of your intention to Physically assault in presence of the other Security Staff at the Main Gate.

You have acted in a disorderly manner and in a manner-subversive to the discipline of the Establishment by using abusive and unparliamentary language and violent behaviour against the Asstt. Officer (S&E). The above acts and circumstances, if proved, constitute misconducts, as indicated hereunder:

1. Wilful disobedience of any lawful and reasonable orders of superiors.
2. Commission of any act subversive of good behaviour or discipline within the establishment's premises.
3. Breach of any standing orders or any rules or any Law Applicable to the Establishment.
4. Fighting riotous or disorderly or indecent behaviour within the establishment.

In terms of clauses 25(1), (9), (19) and (44) of Indian Immunologicals Certified Standing Orders and it shall also be a misconduct within the General Meaning of the term MISCONDUCT, you are hereby directed to show cause in writing within three days of receipt of this notice as to why a suitable disciplinary action should not be taken against you for the above said misconducts. Please note that if you fail to submit your written explanation as advised above, within the stipulated time, it shall be deemed that you have no explanation to offer and disciplinary action will be taken accordingly.

Pending Enquiry into the above charges levelled against you, you are hereby suspended from service with immediate effect, till disposed of the case and till further orders.

During the suspension period, you shall be paid subsistence allowance in accordance with the provisions of the Section 10(a) of the Industrial Employment (Standing Orders) Act, 1946.

Sd/-

Manager,

(Notified under Factories Act)"

The Petitioner submitted an explanation for the said chargesheet on 19-07-1995. The said explanation submitted by the Petitioner, was found to be unsatisfactory. Hence the Respondent decided to conduct a Domestic Enquiry into the charges levelled against the Petitioner and the Enquiry was conducted into the charges levelled against the Petitioner by appointing Sri Bharadwaj, an outsider. The Enquiry Officer conducted an enquiry in accordance with the

Principles of natural justice by giving a fair and reasonable opportunity. The Petitioner has also participated in the Enquiry and the Enquiry Officer submitted the report stating that the Petitioner is guilty of the charges levelled against him. The Respondent after careful consideration of the enquiry proceedings based on the enquiry officers report found that the enquiry officer has conducted fair and proper enquiry in accordance with the principles of natural justice. However the management has issued a show cause notice vide letter No. IIADM : 0115 : FF : 95 : 444, dated 27-07-1995 calling upon the Petitioner as to why the said findings of the enquiry officer should not be accepted by duly furnishing enquiry officers report. In response to the said show cause notice the Petitioner has submitted a reply dated 27-07-1995 raising various untenable and unsustainable contentions and the Petitioner failed to make any ground not to accept the said findings of the enquiry officer in full. Therefore the said findings of the enquiry officer were accepted in full. The management considered the gravity and seriousness of the each of the misconduct proved against the Petitioner and found that the charges proved against the Petitioner amounts to grave indiscipline and the charges proved against the Petitioner are grave and serious. Therefore the Management has proposed to impose the punishment to stoppage of one increment for a period of one year and issued a show cause notice on 28th July, 1995. The Petitioner submitted an explanation to the said show cause notice dated 20-07-1995. Wherein he has raised various faults and untenable contentions and failed to make out any ground not to impose the proposed punishment. Therefore the management imposed the punishment of stoppage of one increment for a period of one year. Hence the punishment imposed on the Petitioner dated 28-07-1995 is valid, bona fide and justified and warrants no interference by this Court. It is not true to say that the Petitioner Union has launched indefinite agitation of 19th and 20th July, 1995 and Respondent promised that the petitioner was left out without any punishment if he attends enquiry. The said allegations is totally false and incorrect. It is not true and incorrect to say that the enquiry proceedings have been conducted in gross violation of the principles of natural justice and fair play and no fair and reasonable opportunity was given to the Petitioner. The said allegations are false and incorrect and the same are hereby denied. Infact the four witnesses were examined on behalf of the Management in the domestic enquiry and all of them were duly cross-examined by delinquent employee with the Assistance of co-worker. Moreover four witnesses apart from the delinquent employee were also examined as defence witnesses. It is therefore clear that a fair and reasonable opportunity was given to the Petitioner to defend the case in accordance with the Principles of natural justice. It is not true to say that the enquiry officer showed hastiness and unwarranted enthusiasm and inspiration to hold the petitioner guilty of the charges and the said allegations are baseless and same are denied. Neither the Petitioner nor the delinquent employee has made any request to produce any record. Therefore all the allegations to the effect that no opportunity was given to the Petitioner and the documents were not produced by the Respondent are false.

Hence to declare that the punishment imposed by the Management on the Petitioner is legal, valid and justified and to hold that the petitioner is not entitled to any relief and to dismiss the claim of the Petitioner.

6. In fact the counsel appearing for the petitioner and the respondent argued the matter for final disposal of the case I have perused the record which contains the enquiry report and other material papers. On perusing such record I am of the view that the domestic enquiry conducted by the Management is valid and there is no Lacuna in the Domestic Enquiry Proceedings. Infact the Petitioner filed a memo stating that they are not disputing the domestic enquiry conducted by the Management and hence it may be declared as valid the matter may be posted to arguments under section 11A of I.D. Act. In fact on behalf of the Management Ex. M1 to M7 are got marked. No document was got marked on behalf of the Petitioner.

7. I will refer the charged person hereinafter as a Petitioner. The admitted facts are as follows :

The Petitioner is working as a Junior Technician in the Respondent Organisation since 1983. It is also an admitted fact that the Petitioner was an Ex-General Secretary of the Employees Union during the period 1987 to 1991. Even it is an admitted fact that on 17-07-1995 at about 17.05 hrs, the Security staff of the Respondent Company checked the Petitioner Physically and also his vehicle. But as per the case of the Respondent that after he said check by the Security persons on that day the Petitioner raised an issue with Sri T. Laxma Reddy, Asst. Officer, who was presented at the main gate saying that why officers were not subject to pocket checking and for that the said Laxma Reddy stated that Officers are not subjected to pocket checking and if doubt arises the said officials also be checked. As per the Respondent the petitioner at that time shouted at Sri T. Laxma Reddy by using abusive language and also the Petitioner approached towards the said Laxma Reddy with a violent manner with an intention to Physically assault the said Laxma Reddy and the Petitioner acted in a disorderly manner which constitutes a misconduct.

The Petitioner admitted about his asking to the Security person Sri Essappa that as to why the Officials are not made Physical check and at that juncture Sri T. Laxma Reddy intervening and told that the Officials would not be made physical check up and if there is any doubt the said officials also would be made physical check and he (Petitioner) did not use any abusive language while talking with Sri T. Laxma Reddy with regard to the same at the time. So the Petitioner admits to the extent of the presence Sri Laxma Reddy at that time and also asking Mr. Essappa, Security Person as to why there is no physical verification of the Officers. The Respondent issued a charge memo to the Petitioner and after receiving the explanation he ordered for a domestic enquiry by appointing an Outsider Sri Bhardwaj. Thereafter the said Bharadwaj conducted an enquiry in which the petitioner participated along with his representative Mr. Malla Reddy and cross-examined the witnesses produced by the Respondent and also examined four witnesses on his behalf as defence.

witnesses. Hence a reasonable opportunity was given to the Petitioner even during the course of domestic enquiry. The contention of the Counsel appearing for the Petitioner is that the enquiry officer has not taken into consideration of the evidence adduced on behalf of the charged officer and he disbelieved their evidence on the ground that the defence witnesses were nervous to clearly depose and they were hesitant and one can see on the faces that the entire deposition of them making false allegations against Mr. Laxma Reddy were concocted and only second thoughts. Even in Mr. Prabhakar's explanation in Ex. No. 2 para 3 he had only stated that the defence witnesses were aware of his conversation with Mr. Essappa and not present when the alleged conversation took place between him and Mr. Laxma Reddy.

8. The contention of the Petitioner counsel is that if the evidence of defence witnesses is taken into consideration it can be said that the Petitioner did not use abusive language at the time of the said incident. It is also the contention of the Petitioner counsel that the enquiry officer proceeded in the matter in a biased manner. It is also the contention of the Petitioner counsel that the Enquiry Officer has passed some unnecessary comments against the Petitioner. The said remarks would indicate the biased mind of the enquiry officer.

The relevant portion of the said comments of the enquiry officer reads as follows :

"Perhaps Mr. Prabhakar has arrogated himself that he was the Ex-General Secretary of the Union and therefore he thinks that he is Law into himself (It might be taking Law into) and utter objectionable language against officers calling them as thieves in a insolent manner. He is suffering from this complex and until and unless this arrogant attitude is checked there is a possibility of behaving similarly again under pretext of any small matter." (Para 3 of page 16 of Ex. M2).

The contention of the Petitioner counsel is that passing the above comments by the Enquiry Officer against the Petitioner are unwarranted. It is true that there is no necessity for the Enquiry Officer to pass such comments against the Petitioner. Even if the enquiry officer has come to a conclusion that the Petitioner used abusive language which would come within the purview of misconduct, the duty of the Enquiry Officer is to analyse the evidence adduced on behalf of the Respondent Management and also the charged person and has come to a conclusion whether the charges levelled against the charged person are proved or not. If the charges are proved he has to submit his report stating so to the Respondent Management. If the charges are not proved the enquiry officer has to submit the report of the same to the respondent management leaving the punishment to be imposed on the Petitioner to the Respondent Management. Merely such comments are passed by the Enquiry Officer it cannot be said that the Enquiry Officer acted in a biased

manner and passed such comments. The enquiry officer after taking the material available on record would have come to the conclusion that the charges are proved and in that process the Enquiry Officer passed some comments as referred above. In this case the departmental enquiry conducted is not vitiated. Hence it is to be seen whether the finding of the Enquiry Officer that the charges are proved is correct or liable to be interfered with.

9. On behalf of the respondent Sri T. Laxma Reddy, Dr. G. S. Reddy, Sri D. Kondaiah and Sri M. Dharma Rao were examined. On behalf of the charged person Sri P. Babaiah, Sri P. Srinivasa Reddy, Sri H. Narasinga Rao, Sri E. Yadaiah, and Sri B. Narasimbu were examined. Apart from it the petitioner was also examined as a witness.

The charge framed against the Petitioner as follows:

"It has been reported that on 17-07-1995, at about 17.05 hrs. while employees were being physically checked at main gate by Security Staff, as per the prevailing practice and also as per clause No. 6 of Certified Standing Orders, you have after offering yourself for checking, raised an issue with Sri T. Laxma Reddy, Assistant Officer (S&E), who was present at the main gate, saying that why officers were not subjected to pocket checking? To this Sri Laxma Reddy replied stating that officers are not subjected to pocket checking and if doubt arises, they will also be checked. Further, you have approached towards Sri Laxma Reddy in a violent manner, giving an indication of your intention to physically assault him in presence of the other security staff at the main gate".

The contention of the Respondent is that the Petitioner acted in a disorderly manner and hence the action of the Petitioner if proved constitute misconduct. It is also the contention of the Respondent that the evidence adduced on behalf of the Respondent Management would disclose that the petitioner used abusive language against the Sri T. Laxma Reddy and he is guilty of misconduct. At this juncture it is also relevant to go through the statements of defence witnesses to know what they have stated before the Enquiry Officer with regard to the said incident. Sri P. Srinivasa Reddy one of the defence witness has stated as:

"Then Mr. Prabhakar questioned Mr. Laxma Reddy that it is not his factory to do whatever he likes."

Sri B. Narasinga Rao, another defence witness has stated that "he heard some heated exchange between Mr. T. Prabhakar and Mr. Sri T. Laxma Reddy and he saw a few yards away could not hear anything what they are talking". But it is clear even from the evidence of the said witness that he heard some heated exchange between Mr. Prabhakar and Mr. Laxma Reddy.

Another defence witness Sri E. Yadaiah, has stated that "he could not clearly hear the reply of Mr. Laxma Reddy and he further stated that Mr. Prabhakar was asking in a loud tone why you are not making body search of the officers. In the cross examination this witness has categorically stated that it is not possible to hear every bit of their conversation.

Another defence witness Sri H. Narasinga Rao, deposed that "on 17-7-1995 regarding security check of Mr. Prabhakar there was an altercation between Mr. Prabhakar and Mr. T. Laxma Reddy, and he was already 20 feet away from the main gate, and he heard the shoutings of Mr. Prabhakar and Mr. Laxma Reddy after reaching about 20 to 25 feet from the main gate he could not hear what was the conversation between Mr. Prabhakar and the security guard. But he could only hear the loud argument between Mr. Prabhakar and Mr. Laxma Reddy". This witness further stated that "Mr. Prabhakar did not pass any remarks while talking to Mr. Laxma Reddy stating that the factory is not his father's and workers are thieves and not the Officers, and no such remarks were made."

At this juncture it is relevant to go through the statement given by the petitioner himself before the Enquiry Officer with regard to the said fact. The relevant portion of statement of the petitioner before the Enquiry Officer reads as follows :

"I did not abuse Mr. Laxma Reddy, calling his fathers name. I have only said is this your own factory and nothing more".....

So even as per the petitioner he asked the Laxma Reddy as the said factory is his own factory and he did not abuse Mr. Laxma Reddy calling his father name. Even as per the evidence of Sri P. Srinivasa Reddy one of the defence witness that the Prabhakar questioned Mr. Laxma Reddy that it is not his factory to do whatever he likes. Even if the evidence of the defence witnesses is taken into consideration it can be said that the petitioner behaved in a unruly manner with Mallareddy security officer. The procedure with regard to the check of the employees of the Respondent organisation at the gate is to check physically and also the vehicles of the workman and to check only the officers and if there is suspicion to check the officers physically also and in that process the security persons were checking at the gate on the date of the incident and the petitioner after seeing an officer who was not checked physically by the Security persons asked the security person as to why the said officer has not checked physically and for which the security person has stated that there will not be any physical check of the Officers and if there is a suspicion the same will be done and hence he did not check the said official physically and on which there was a conversation between the Petitioner and the said security person and the meanwhile Sri Laxma Reddy interferred and told the said procedure to the Petitioner. The Petitioner denied about using of abusive language but at the same time it is an admitted fact that he talked in a loud manner with the said Laxma Reddy. If really the Petitioner did not use such an abusive language there is no necessary for the said Laxma Reddy to report the matter. For arguments sake it any

abusive language is not used by the Petitioner even the alteration by words with the Mallareddy by the Petitioner would amount to misconduct. There is no reason to disbelieve the evidence adduced on behalf of the Respondent before the Enquiry Officer. The finding of the Enquiry Officer basing on the evidence available on record that the Petitioner used abused language while talking with Sri T. Laxma Reddy and he is guilty of the charge framed against him is perfectly correct and needs no interference by this Tribunal. Coming to the aspect of the punishment the Respondent imposed punishment of stoppage of one increment for one year to the Petitioner. But in the circumstances of the present case I modify the said punishment to the extent of stoppage of one increment for a period of six months instead of one year.

10. For the foregoing reasons I hold that finding of the Enquiry Officer that the Petitioner is guilty of the charge levelled against him is perfectly correct and needs no interference by this Tribunal but the punishment imposed on the Petitioner by the Respondent is modified to the extent of stoppage of one increment for a period of six months instead of one year.

Accordingly the Award is passed.

The Award shall come into force under section 17A of I.D. Act after one month of publication of the Award.

Dictated to the Stenographer transcribed by her, corrected by me and given to my hand and seal of this Tribunal on this the day of 20th August, 1999.

K. RAJAGOPALA REDDY, Chairman

APPENDIX OF EVIDENCE

NO. OF WITNESSES EXAMINED

For Petitioner—None.

For Respondent—None

LIST OF DOCUMENTS MARKED

For Petitioner—NIL.

For Respondent—(Marked with consent).

Ex. M1—Enquiry Proceedings against Sri T. Prabhakar|Petitioner along with Ex. M1 to M14.

Ex. M2—Findings of Domestic Enquiry.

Ex. M3 : 27-7-1995—Show cause notice from Respondent to Petitioner.

Ex. M4 : 27-7-1995—Reply to show cause notice from Petitioner to Respondent.

Ex. M5 : 28-7-1995—Show cause notice from Respondent to Petitioner.

Ex. M6 : 28-7-1995—Reply to show cause notice dated 28-7-1995 by the Petitioner to the Respondent.

Ex. M7 : 28-7-1995—Punishment order given by Respondent to Petitioner.

नई दिल्ली, 23 सितम्बर, 1999

का. आ. 2992.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीग्राफ डिपार्टमेंट के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-9-99 को प्राप्त हुआ था।

[सं. एल.—40012/4/95-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 23rd September, 1999

S.O. 2992.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telegraph Deptt. and their workman, which was received by the Central Government on 23-9-99.

[No. L-40012/4/95-IR(DU)]

KULDIP RAJ VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR

COURT, JABALPUR (M.P.)

Shri D. N. Dixit.—Presiding Officer.

Case No. CGIT/LC(R) (77)/95

Shri S. S. Goswami

S/o Shri Shriram
Gali No. 24
Shanti Nagar,
Near Mishra House,
P.O. Ram Nagar,
Distt. Raipur

Workman.

Versus

The Divisional Supdt.,
Telegraph Deptt.,
Ravi Nagar,
Rajatalab,
Raipur

Management.

AWARD

Delivered on this 17th day of August, 1999

1. The Government of India Ministry of Labour, vide its Order No. L-40012/4/95-IR(DU) dated 5-5-95 has referred the following dispute for adjudication by this Tribunal :

SCHEDULE

"Whether the action of the management of Telegraph Department through Divisional Supdt. Telegraph, Raipur in relation to

their Bhilai Branch in terminating the services of Shri S. S. Goswami w.e.f. December, 1993 is justified? If not, to what relief the concerned workman is entitled?"

2. The workman was informed about hearing of the case on 12-8-98 and 8-4-99. He did not appear in the Court. It seems that he is not interested in prosecuting the present dispute. The Award is given in favour of the Management. Parties to bear their own costs.

2. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 23 सितम्बर, 1999

का. आ. 2993.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल आर्डनेन्स डिपो के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-9-99 को प्राप्त हुआ था।

[सं. एल.—14011/6/92-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 23rd September, 1999

S.O. 2993.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Ordnance Depot and their workman, which was received by the Central Government on 23-9-99.

[No. L-14011/6/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR

COURT, JABALPUR (MP)

SHRI D. N. DIXIT, Presiding Officer

CASE NO. CGIT/LC(R) 203/93

Shri Tulsiram,

S/o Shri Banadhari,
House No. 186.

Marghatai Road

Mr. Kashiram house,
Ranjhi Nai Basti PO Azad Nagar
Jabalpur (MP).

Applicant

Versus

The commandant,
Central Ordnance Depot,
Jabalpur.

Non-applicant

AWARD

Delivered on this 24th day of August, 1999

1. The Government of India, Ministry of Labour vide order No. 140116/92-IRDU dated 30-9-93 has referred the following dispute for adjudication by this tribunal—

"Whether the action of the management of Central Ordnance Depot, Jabalpur (MP) in terminating the services of Shri Tulsiram, T. No. 1763 Permanent Labour, w.e.f. 17-9-91 is justified? If not, what relief he is entitled to?"

2. The case of the workman Shri Tulsiram is that he was working since last 15 years with the management. He fell sick from 23-7-89 to 8-2-92 from mental agony and was under the treatment of Dr. A.K. Awasthi, Asstt. Surgeon Civil Dispensary, Ghamapur, Jabalpur. He has issued a certificate on 8-1-92 that the workman is fit to resume duties. The management removed him from service by order dated 17-9-91. This order is bad in law and is illegal. The workman has not been given one month notice under Sec. 25-F of the I.D. Act and has also not been paid retrenchment compensation. The workman prays that the order dated 17-9-91 be quashed and it be declared that he is still in service. The workman prays for wages and allowances from 17-9-91 till date.

3. The case of the management is that the workman remained absent from 24-1-90 without any application and intimation. Notices sent to his home address were returned unserved. A notice was published in the Delhi Newspaper Navbharat, Jabalpur Edition on 19-8-91 requesting the workman to report for duty but the workman did not appear. The management has no other option but to terminate the services of the workman by order dated 17-9-91. The removal of the workman is under Central Civil Services (Classification, control and appeal) rules 1965. The management prays that the award be given in their favour.

4. In para 7 of the statement of the management, it has been stated that the management removed the workman after due enquiry. This statement is false. No enquiry has been held against the workman for continuous absence from duty. Thus, the removal of workman from duty without enquiry is illegal.

5. A notice was given in the Delhi Newspaper Navbharat which was published on 9-8-91 to the effect that the workman should appear in person in a period of one month and show cause why he should not be removed from service. The certificate filed by the workman of Dr. A. K. Awasthi, Asstt. Surgeon, Govt. Civil Dispensary, Ghamapur, Jabalpur (Appendix-O) stated that the workman was suffering from Neuro Circulatory Asthenia with postural Vertigo from 28-7-89 to 8-1-92. The workman was advised rest by the Doctor. On receipt of this certificate, the Commandant, COD, Jabalpur wrote a letter to Major Gulati, RMO on 1-3-92 to medically examine the workman, specially about mental illness. The management has not filed the reply of Major Gulati on this memo. It seems that the management deliberately wanted to suppress the nature of illness of the

workman. This circumstance is against the management. Since the workman was medically ill, he could not report to the commandant for duty within one month of publication of notice in the newspaper. The management was duty bound to believe the certificate issued by a Government Doctor that the workman was medically ill and hence he remained absent from duty.

6. Under Sec. 25-F of the I.D. Act, one month notice was necessary to the workman prior to termination of his service. In lieu of the notice salary of one month is required to be paid to the workman before termination. The retrenchment compensation also is mandatory to be paid to the workman. Before termination, none of these three things has been done in respect of retrenchment of the workman. Thus, the retrenchment of workman is contrary to the provisions of the I.D. Act and illegal.

7. It has been argued by the management that Commandant, Central Ordnance Depot, Jabalpur is not bound to follow Sec. 25-F of the I.D. Act as they follow rules framed under article 309 of the constitution of India. This point has been examined by the Honourable High Court of MP in miscellaneous petition No. 1711/91, judgment dated 2-8-94. This order of the Honourable Single Judge has been confirmed by a Division Bench of the MP High Court in LPA No. 156/94 decided on 14-5-96. In this petition, the present management was a party. Thus, the provisions of Sec. 25-F of the I.D. Act are applicable in the present case.

8. The result of the above discussion is that the order of termination dated 17-1-91 is hereby quashed. It will be deemed that the workman is still in service. Since the workman has not worked from 17-9-91 till today he will not be entitled to wages for this period. From today, the workman will be entitled to wages and allowances as admissible to the employees belonging to his category. For the purposes of other benefits, the workman will be entitled from 17-9-91. The award is passed in favour of the workman. Management to pay Rs. 2000 as cost to the workman.

9. Copies of the award be sent to the Ministry of Labour, Govt. of India as per rules.

D N DIXIT, Presiding Officer

नई दिल्ली, 29 सितम्बर, 1999

का.आ. 2994.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 1999 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, अध्याय-5 और अध्याय 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थातः—

"जिला डिडीगल में वेडासन्थूर तालुक के अन्तर्गत आने वाले राजस्व ग्राम येडासन्थूरि, आर. वेल्लोडूरक्करानमन मेन्डाकोट्टाई, कल्लुगल, अलमपाडी, कोट्टातायम, कुडा-

लूर, पलायम, आर. कोम्बार्ई, वाडुगमपाडी, कुम्बूर, मल्ला-
पुरम, आर, पुडुक्कोट्टाई, उलियाक्कोट्टाई, वनिकंकाराय,
एरिओडु, नल्लामनारकोट्टाई, कलवरपट्टी, कुट्टम, बूथी-
पुरम, श्रीरामपुरम, मलवरपट्टी, नागानयाकोट्टा नई,
माथापट्टी, कुवक्कामपट्टी, अय्यलूर, चित्तूवरपट्टी”।

[संख्या एस-38013/16/99-एस. एस.-I]

जे. पी. शुक्ला, उप सचिव

New Delhi, the 29th September, 1999

S.O. 2994.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 1999 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :

“Areas comprising the Revenue Villages of Vedasanthur, R. Vellodu, Thirukkooranam, Landakottai, Karungal, Alampadi, Kottanatham, Koodalur, Palayam, R. Kombai, Vadugampadi, Koomboor, Mallapuram, R. Pudukkottai, Ulliya-kottai, Vanikkarai, Eriodu, Nallamanar-kottai, Kalvarpatti, Kuttam, Boothi-puram, Sri Ramapuram, Malvarpatti, Nagayakottai, Mathapatti, Koovakka-patti, Ayyalur & Chittuvarpatti in Veda-santhur Taluk of Dindigul District.”

[No. S-38013/16/99-SS. I]

J. P. SHUKLA, Dy. Secy.

नई दिल्ली, 30 सितम्बर, 1999

का.आ. 2995.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 1999 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 अध्याय-5 और अध्याय 6 [धारा 76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबन्ध के तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला (तिरुवनन्तपुरम) के चिराइन्कीझ तालुक में राजस्व ग्राम मुदक्कल के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/17/99 एस. एस. -I]

जे. पी. शुक्ला, उप सचिव

New Delhi, the 30th September, 1999

S.O. 2995.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 1999 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :

“The areas within the Revenue village of Mudakkal in Chirayinkeezhu Taluk of Thiruvananthapuram District.”

[No. S-38013/17/99-SS. I]

J. P. SHUKLA, Dy. Secy.

नई दिल्ली, 30 सितम्बर, 1999

का.आ. 2996.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 1999 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, अध्याय-5 और अध्याय 6, [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे अर्थात् :—

“जिला तिरुनेलवेली तालुक पलायमकोट्टाई के अन्तर्गत राजस्व ग्राम मेलापलायम और कुलवानिगरपुरम।”

[संख्या : एस-38013/18/99 एस. एस. -I]

जे. पी. शुक्ला, उप सचिव

New Delhi, the 30th September, 1999

S.O. 2996.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 1999 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :

“The areas within the Revenue villages of Melapalayam and Kulavanigarapuram of Palayamkottai Taluk in Tirunelveli District.”

[No. S-38013/18/99-SS

J. P. SHUKLA, Dy. :

नई दिल्ली, 16 सितम्बर, 1999

Vs.

का. प्र. 2997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबंधन के संबंध में निोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के कम्पाट को प्रकाशित की है, जो केन्द्रीय सरकार की 15-9-99 को प्राप्त हुआ था।

[सं. एच-12012/369/94-आई. आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 16th September, 1999

S.O. 2997.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 15-9-1999.

[No. L-12012/369/94-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

Case No. ID 40/95

Sh. Jeet Singh,
S/o Sh. Roop Singh,
Village Baraas,
Teh. & Distt. Karnal.

.. Petitioner

Senior Manager,
Pb. & Sind Bank, SBS,
Senior Secondary School,
Karnal.

.. Respondent

REPRESENTATIVES :

For the workman : None

For the management : Shri Manjit Singh.

AWARD

(Passed on 25-5-1999)

The Central Government, Ministry of Labour vide Notification No. L-12012/369/94-IR(B-II) dated 24th May 1995 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab & Sind Bank, Karnal in terminating the services of Shri Jit Singh, Peon w.e.f. 10-5-1993 is legal and justified? If not, what relief is the said workman entitled to?"

2. Today the case was fixed for filing of claim statement by the workman. Despite several notices to the representatives of the workman, none has put up appearance on behalf of the workman. It appears that the workman is no longer interested to pursue with the present reference. In the circumstances of the present case, the reference is returned to the Appropriate Government for want of prosecution. Appropriate Government be informed.

B. L. JATAV, Presiding Officer